



*"To enrich lives through effective and caring service"*



**Santos H. Kreimann**  
Director

**Kerry Silverstrom**  
Chief Deputy

## **ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#25 JULY 6, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

July 06, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACTS WITH YOKOTAKE DESIGN AND SAN LUIS DESIGN  
FOR AS-NEEDED GRAPHIC DESIGN SERVICES  
(SUPERVISORIAL DISTRICTS 3 AND 4) (3 VOTES)**

### **SUBJECT**

This action is to award contracts with Yokotake Design and San Luis Design for as-needed graphic design services relating to promoting activities in Marina del Rey and on Los Angeles County beaches.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve award of and instruct the Chair to sign three-year contracts, with two one- year extension options and an additional six month-to-month extensions, with Yokotake Design and San Luis Design and for as-needed graphic design services relating to promoting activities in Marina del Rey and on Los Angeles County beaches to commence on July 6, 2010, or the date of approval by your Board, if later, at an annual amount not to exceed \$50,000 in aggregate.
2. Authorize the Director of the Department of Beaches and Harbors to exercise the two contract renewal options and, if needed, the six month-to-month extensions for each contract, if, in his opinion, Yokotake Design and San Luis Design have successfully performed the services during the previous contract period and the services are still required.
3. Authorize the Director of the Department of Beaches and Harbors to increase the contract amount by up to 10% in any year of the contract or any option year, for any additional or unforeseen services within the scope of these contracts.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Each year, the Department of Beaches and Harbors (Department) produces a number of promotional pieces for Marina del Rey and Los Angeles County beaches as tools to assist in accomplishing our mission of enhancing public access and enjoyment of these recreational resources. These include, but are not limited to, brochures promoting various public events, programs for our Marina del Rey concert series, a beach guide, a bike trail map, a Marina del Rey restaurant guide, and other graphics projects such as banners, reports, branding of public areas and objects, and stationery. Approval of the contract (Attachment I) will enable the Department to continue its outreach to the public.

In developing professional material, the Department has found it beneficial to seek the assistance of graphic design services. Contracting with two firms on an as-needed basis makes a broad spectrum of expertise available to perform various graphic design assignments. The requested services are all of an extraordinary, professional, and technical nature and are needed on a part-time or intermittent basis.

## **Implementation of Strategic Plan Goals**

The graphic design services provided by the two consultants will promote and further the Board-approved Strategic Plan Goals of Operational Effectiveness (Goal 1), by utilizing graphic design services on an as-needed basis and averting prolonged contracting processes, and Community and Municipal Services (Goal 3), by enhancing the public's awareness of recreational resources in Marina del Rey and at Los Angeles County beaches.

## **FISCAL IMPACT/FINANCING**

The total compensation for all graphic design services provided to the Department shall not exceed \$50,000 in the aggregate in any contract year. This amount may be supplemented to the extent that a lessee or other third party is obligated to reimburse the County for its graphic design services expenses pursuant to the Process for Managing Marina del Rey Leasehold Extension Proposals, as approved by your Board on March 21, 1995. If needed, the contracts provide that the Department's Director may, by written notice to the contractor, increase the maximum annual compensation by up to 10% (\$5,000) in any contract year or optional extension period.

This contract does not include any cost of living adjustments during the term of the contract.

Each contract is written with a \$50,000 annual limit in order to provide maximum flexibility in deciding which contractor to perform the services needed. However, no more than \$50,000 can be spent annually, in aggregate, between the two contracts. Such fees will be payable based on hourly billings at specified contract rates.

## **Operating Budget Impact**

The cost of these contracts is included in the Marina del Rey budget unit of the Department's Fiscal Year 2010-11 Proposed Budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Except for variations relating to hourly fees, the two contracts for graphic design services being presented to your Board are substantially identical. The contracts are for a three-year term, with two one-year extension options and, if needed, six month-to-month extensions that may be exercised at the discretion of the Department's Director. The contracts will commence on July 6, 2010, or the date of approval by your Board, if later.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Executive Office (CEO) and County Counsel requirements. The contracts are not subject to the County's Living Wage Ordinance, as the services are of a technical nature and are being utilized on an as-needed basis.

The contracts have been approved as to form by County Counsel. The CEO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contracts.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not subject to the California Environmental Quality Act (CEQA), as it does not meet the definition of a "Project" under CEQA Section 15378.

## **CONTRACTING PROCESS**

On December 1, 2010, the Department issued a Request for Proposals (RFP) seeking qualified vendors to provide graphic design services. The RFP was advertised in the Eastside Sun, Lynwood Journal, Daily Breeze, Culver City News, Los Angeles Daily News, Compton Bulletin, Santa Monica Daily Press and the L.A. Watts Times. The opportunity was also advertised on the "Doing Business with the County" Internet site, as well as the Department's own Internet site. The RFP was available for download from both of these websites. Forty-six notices inviting proposals were forwarded to firms from our vendor listing and pursuant to requests received through our advertising efforts.

Twenty-four vendors attended the Proposer's conference held on December 15, 2009, with 17 firms submitting proposals. Each of the 17 proposals met the RFP's minimum requirements and was evaluated.

A three-person evaluation committee comprised of staff members from the Department of Beaches and Harbors evaluated the proposals based on a weighted evaluation of: (1) approach to contract requirements, 40%; (2) experience and organizational resources, 30%; (3) price, 20%; and (4) references, 10%. The evaluation committee determined that of the proposals evaluated, Yokotake Design and San Luis Design are the most responsive and responsible proposers, ranking highest of all proposers evaluated.

The Director has accepted the committee's recommendation and recommends that your Board approve contracts with both of the contractors. The use of two contractors will provide the needed flexibility to enable the Department to respond to its many and varied responsibilities in the most economical and professional manner.

The Local Small Business Enterprise Program's provisions were included in the RFP. One of the recommended proposers, Yokotake Design, is certified by the County's Office of Affirmative Action Compliance and received a 5% preference on its proposal's price.

On final analysis and consideration of this contract award, the recommended contractors were selected without regard to gender, race, creed or color.

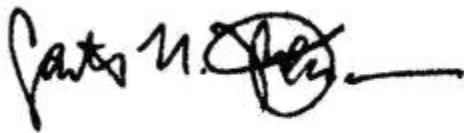
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no impact on current services or projects. These contracts provide for the continuation of current services.

**CONCLUSION**

Instruct the Executive Officer of the Board to send four conformed copies of each contract to the Department of Beaches and Harbors, along with three approved copies of this letter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Santos H. Kreimann", followed by a horizontal line.

SANTOS H. KREIMANN  
Director

SHK:SDP:nat

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors



**CONTRACT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**YOKOTAKE DESIGN**  
**FOR**  
**AS-NEEDED GRAPHIC DESIGN SERVICES**

77372

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT - AS NEEDED GRAPHIC DESIGN SERVICES**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
<b>1.0 GENERAL CONDITIONS.....</b>	<b>1</b>
1.1 INTRODUCTION.....	1
1.2 INTERPRETATION OF CONTRACT.....	2
1.3. CONTRACT TERM.....	2
1.4 CONTRACT SUM .....	4
1.5 INVOICES AND PAYMENTS .....	6
1.6 ADMINISTRATION OF CONTRACT – CONTRACTOR .....	7
<b>2.0 STANDARD TERMS AND CONDITIONS .....</b>	<b>10</b>
2.1 AMENDMENTS.....	10
2.2 ASSIGNMENT AND DELEGATION.....	10
2.3 AUTHORIZATION WARRANTY .....	11
2.4 BUDGET REDUCTIONS.....	12
2.5 COMPLIANCE WITH APPLICABLE LAW.....	12
2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS.....	13
2.7 COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM.....	13
2.8 CONFLICT OF INTEREST .....	15
2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST .....	16
2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	16
2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	16
2.12 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....	19
2.13 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM .....	19
2.14 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	20
2.15 COUNTY’S QUALITY ASSURANCE PLAN .....	20
2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS.....	21
2.17 EMPLOYMENT ELIGIBILITY VERIFICATION .....	21
2.18 FACSIMILE REPRESENTATIONS.....	22
2.19 FAIR LABOR STANDARDS .....	22
2.20 FORCE MAJEURE .....	22
2.21 GOVERNING LAW, JURISDICTION AND VENUE .....	23
2.22 INDEPENDENT CONTRACTOR STATUS .....	23
2.23 INDEMNIFICATION .....	24
2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE.....	24
2.25 INSURANCE COVERAGE .....	29
2.26 LIQUIDATED DAMAGES.....	30

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT - AS NEEDED GRAPHIC DESIGN SERVICES**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
2.27 MOST FAVORED PUBLIC ENTITY .....	31
2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION .....	31
2.29 NON EXCLUSIVITY .....	33
2.30 NOTICE OF DELAYS .....	33
2.31 NOTICE OF DISPUTES.....	33
2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	33
2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	34
2.34 NOTICES.....	34
2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	34
2.36 PUBLIC RECORDS ACT .....	35
2.37 PUBLICITY.....	35
2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	36
2.39 RECYCLED BOND PAPER .....	37
2.40 SUBCONTRACTING .....	37
2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE .....	
WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	39
2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE .....	
WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	39
2.43 TERMINATION FOR CONVENIENCE.....	39
2.44 TERMINATION FOR DEFAULT .....	40
2.45 TERMINATION FOR IMPROPER CONSIDERATION .....	42
2.46 TERMINATION FOR INSOLVENCY.....	42
2.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	43
2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS .....	43
2.49 VALIDITY .....	44
2.50 WAIVER.....	44
2.51 WARRANTY AGAINST CONTINGENT FEES .....	44
<b>3.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>45</b>
3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM .....	45
3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM .....	46
3.3 EMPLOYMENT CONFLICTS .....	47

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT - AS NEEDED GRAPHIC DESIGN SERVICES**

**PART ONE – GENERAL CONDITIONS**

**1.0 GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties**

This Contract is entered into by and between the County of Los Angeles (the "County") and Yokotake Design (the "Contractor").

**1.1.2 Recitals**

The Contract is intended to integrate within one document the terms for the as-needed graphic design services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-1 - P-17 submitted with the Contractor's Proposal.

**1.1.3. Effective Date**

The effective date of this Contract shall be the later of July 6, 2010 or the date of Board approval.

**1.1.4 Contract Provisions**

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), Exhibits and Forms, all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract; the language of such other part of the Contract shall prevail.



#### **1.1.5 Work to be Performed**

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-3. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **1.1.6 Rescission**

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.51, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

#### **1.1.7 Supplemental Documents**

Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 2.25.

### **1.2 INTERPRETATION OF CONTRACT**

#### **1.2.1 Headings**

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

### **1.3. CONTRACT TERM**

#### **1.3.1 Initial Term**

The initial Contract term shall be three years commencing July 6, 2010 or after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

### **1.3.2 Two One-Year/Month-to-Month Extension Options**

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretion.

### **1.3.3 Extension to Complete Work Order**

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year.

Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy Director. Contractor shall not perform any work on approved Work Orders after the expiration of the contract without an approved written extension.

### **1.3.4 Contractor to Notify County When It Is within 6 Months from Expiration of Term**

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

### **1.3.5 Survival of Obligations**

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

## **1.4 CONTRACT SUM**

### **1.4.1 Compensation**

The net amount the County shall expend from its own funds during any Contract year for as-needed graphic design services shall not exceed \$50,000, which sum is also the maximum amount of County funds available under the Contract. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for as-needed graphic arts services may exceed the aforementioned \$50,000 to the extent that a lessee or other third party is obligated to reimburse the County for its graphic arts services.

### **1.4.2 Increase of Contract Sum by Director**

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$50,000 sum referenced in Section 1.4.1 by up to 10 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

### **1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates**

Notwithstanding any other provisions of the Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. The Work Order shall state the maximum amount payable for the specified work. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1, 1.4.7 and 2.48.

### **1.4.4 Preparation of Itemized Estimate, Work Statements, and Billing to be Treated as Overhead**

Notwithstanding any other provisions of the Contract, the time expended by the Contractor in the preparation of invoices shall be treated as overhead, shall not be directly charged in itemized invoices and shall not

entitle Contractor to any direct compensation. The parties understand and agree that the Contractor's hourly rates for work performed include an amount which will compensate the Contractor for all labor, equipment, materials, supplies, licenses, registrations, data systems, transportation, telephone expenses, facsimile transmission, photocopying services and other items required for performance of the Contract.

**1.4.5 No Increase in Hourly Rate(s) of Compensation**

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

**1.4.6 Maximum Compensation Under Work Order**

Maximum compensation for each work order shall be determined by the total hours bid on the assignment at the Contractor's hourly rate(s). Each work order shall contain a firm monetary cap, based on the Contractor's hourly rate(s).

**1.4.7 Increase in Maximum Compensation Under Work Order**

The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum number of hours specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum number of hours specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy Director, who shall state the reason for the increase.

**1.4.8 Contractor to Notify County When it has Received 75% of Total Contract Amount**

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

#### **1.4.9 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

### **1.5 INVOICES AND PAYMENTS**

#### **1.5.1 Contractor's Invoice Procedures**

The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payments. Invoices shall identify the Contractor number, total hours bid, if applicable, and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work.

Upon the Department's receipt and the Contract Administrator's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

The County may withhold from payment any amount assessed by the Contract Administrator which is authorized as a setoff, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 2.44, Termination for Default.

## **1.6 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **1.6.1 Contractor's Contract Representative**

The Contractor's Contract Representative is designated in Form P-15 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

### **1.6.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

### **1.6.3 Background and Security Investigations**

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 1.6.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **1.6.4 Confidentiality**

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or

make any admission, in each case, on behalf of County without County's prior written approval.



**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT - AS-NEEDED GRAPHIC DESIGN SERVICES**

**PART TWO – STANDARD CONTRACT TERMS AND CONDITIONS**

**2.0 STANDARD TERMS AND CONDITIONS**

**2.1 AMENDMENTS**

- 2.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 2.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.
- 2.1.3 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.

**2.2 ASSIGNMENT AND DELEGATION**

- 2.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the

Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**2.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

**2.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **2.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **2.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **2.5 COMPLIANCE WITH APPLICABLE LAW**

**2.5.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**2.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding

sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-6 – Contractor's EEO Certification*.

## **2.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **2.7.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 4* and incorporated by reference into and made a part of this Contract.

### **2.7.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor

no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **2.8 CONFLICT OF INTEREST**

**2.8.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**2.8.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

## **2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

## **2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **2.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **2.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the

performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **2.11.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **2.11.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment.



The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor

Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **2.11.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **2.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **2.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 2.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**2.13.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **2.14 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance with Los Angeles County Code Chapter 2.206.

## **2.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor.

If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

**2.16.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**2.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **2.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

**2.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**2.17.2** The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State

statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **2.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 2.1 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **2.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **2.20 FORCE MAJEURE**

**2.20.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

**2.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

**2.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **2.21 GOVERNING LAW, JURISDICTION AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **2.22 INDEPENDENT CONTRACTOR STATUS**

**2.22.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**2.22.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or

responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**2.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

## **2.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.24 and 2.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **2.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Beaches and Harbors, Contracts Unit  
13837 Fiji Way, Marina Del Rey, CA 90292



Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **2.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **2.24.3 Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

#### **2.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### **2.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **2.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **2.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **2.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **2.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **2.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **2.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **2.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **2.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **2.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## **2.25 INSURANCE COVERAGE**

**2.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**2.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**2.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **2.26 LIQUIDATED DAMAGES**

**2.26.1** If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

**2.26.2** If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Attachment C, Statement of Work Exhibits*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the

Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**2.26.3** The action noted in sub-paragraph 2.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**2.26.4** This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **2.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**2.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**2.28.2** The Contractor shall certify to, and comply with, the provisions of *Form P-6, Contractor's EEO Certification*.

- 2.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 2.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 2.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 2.28 when so requested by the County.
- 2.28.7** If the County finds that any provisions of this sub-paragraph 2.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**2.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **2.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

## **2.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **2.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

## **2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income



Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No.1015.

### **2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 6* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **2.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-15, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **2.36 PUBLIC RECORDS ACT**

**2.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 2.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **2.37 PUBLICITY**

**2.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

**2.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 2.37 shall apply.

## **2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**2.38.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or

accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**2.38.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 2.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**2.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

## **2.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## **2.40 SUBCONTRACTING**

**2.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County.** Any

attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**2.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**2.40.3** The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

**2.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**2.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

**2.40.6** The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

**2.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**2.40.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors**  
**Administrative Services Division / Contracts Unit**  
**13837 Fiji Way**  
**Marina del Rey, California 90292**

before any Subcontractor employee may perform any work hereunder.

**2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 2.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 2.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 2.14 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**2.43 TERMINATION FOR CONVENIENCE**

**2.43.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by

notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**2.43.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**2.43.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 2.38, Record Retention & Inspection/Audit Settlement.

## **2.44 TERMINATION FOR DEFAULT**

**2.44.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**2.44.2** In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 2.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable

to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

**2.44.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 2.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 2.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

**2.44.4** If, after the County has given notice of termination under the provisions of this sub-paragraph 2.44, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 2.44, or that the default was excusable under the provisions of sub-paragraph 2.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 2.43-Termination for Convenience.



**2.44.5** The rights and remedies of the County provided in this sub-paragraph 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.45 TERMINATION FOR IMPROPER CONSIDERATION**

**2.45.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**2.45.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

**2.45.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **2.46 TERMINATION FOR INSOLVENCY**

**2.46.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within

the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**2.46.2** The rights and remedies of the County provided in this sub-paragraph 2.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

## **2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## **2.49 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## **2.50 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 2.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.51 WARRANTY AGAINST CONTINGENT FEES**

**2.51.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**2.51.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT  
AS-NEEDED GRAPHIC DESIGN SERVICES**

**PART THREE – UNIQUE TERMS AND CONDITIONS**

**3.0 UNIQUE TERMS AND CONDITIONS**

**3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

**3.1.1** This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

**3.1.2** The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

**3.1.3** The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

**3.1.4** If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

### **3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 3.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 3.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 3.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

### **3.3 EMPLOYMENT CONFLICTS**

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any

[illegible]

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Yokotake Design

By Mike Yokotake  
Mike Yokotake, Owner

COUNTY OF LOS ANGELES

By Gloria Molina  
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By Donna Bohana  
Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Donna Bohana  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By Andrea Sheridan Ordin  
Principal Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 25 JUL 06 2010

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

77372





**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**SAN LUIS DESIGN, INC.**

**FOR**

**AS-NEEDED GRAPHIC DESIGN SERVICES**

77373

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT - AS NEEDED GRAPHIC DESIGN SERVICES**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
<b>1.0 GENERAL CONDITIONS.....</b>	<b>1</b>
1.1 INTRODUCTION.....	1
1.2 INTERPRETATION OF CONTRACT.....	2
1.3. CONTRACT TERM.....	2
1.4 CONTRACT SUM .....	4
1.5 INVOICES AND PAYMENTS .....	6
1.6 ADMINISTRATION OF CONTRACT – CONTRACTOR .....	7
<b>2.0 STANDARD TERMS AND CONDITIONS .....</b>	<b>10</b>
2.1 AMENDMENTS.....	10
2.2 ASSIGNMENT AND DELEGATION.....	10
2.3 AUTHORIZATION WARRANTY .....	11
2.4 BUDGET REDUCTIONS.....	12
2.5 COMPLIANCE WITH APPLICABLE LAW.....	12
2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS.....	13
2.7 COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM.....	13
2.8 CONFLICT OF INTEREST .....	15
2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST .....	16
2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	16
2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	16
2.12 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....	19
2.13 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM .....	19
2.14 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	20
2.15 COUNTY’S QUALITY ASSURANCE PLAN .....	20
2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS.....	21
2.17 EMPLOYMENT ELIGIBILITY VERIFICATION .....	21
2.18 FACSIMILE REPRESENTATIONS.....	22
2.19 FAIR LABOR STANDARDS .....	22
2.20 FORCE MAJEURE .....	22
2.21 GOVERNING LAW, JURISDICTION AND VENUE .....	23
2.22 INDEPENDENT CONTRACTOR STATUS .....	23
2.23 INDEMNIFICATION .....	24
2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE.....	24
2.25 INSURANCE COVERAGE .....	29
2.26 LIQUIDATED DAMAGES.....	30

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT - AS NEEDED GRAPHIC DESIGN SERVICES**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
2.27 MOST FAVORED PUBLIC ENTITY .....	31
2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION .....	31
2.29 NON EXCLUSIVITY .....	33
2.30 NOTICE OF DELAYS .....	33
2.31 NOTICE OF DISPUTES.....	33
2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	33
2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	34
2.34 NOTICES.....	34
2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	34
2.36 PUBLIC RECORDS ACT .....	35
2.37 PUBLICITY.....	35
2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	36
2.39 RECYCLED BOND PAPER .....	37
2.40 SUBCONTRACTING .....	37
2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE .....	39
WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	39
2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE .....	39
WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	39
2.43 TERMINATION FOR CONVENIENCE.....	39
2.44 TERMINATION FOR DEFAULT .....	40
2.45 TERMINATION FOR IMPROPER CONSIDERATION .....	42
2.46 TERMINATION FOR INSOLVENCY.....	42
2.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	43
2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS .....	43
2.49 VALIDITY .....	44
2.50 WAIVER.....	44
2.51 WARRANTY AGAINST CONTINGENT FEES .....	44
<b>3.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>45</b>
3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM .....	45
3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM .....	46
3.3 EMPLOYMENT CONFLICTS .....	47

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT - AS NEEDED GRAPHIC DESIGN SERVICES**

**PART ONE – GENERAL CONDITIONS**

**1.0 GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties**

This Contract is entered into by and between the County of Los Angeles (the "County") and San Luis Design, Inc. (the "Contractor").

**1.1.2 Recitals**

The Contract is intended to integrate within one document the terms for the as-needed graphic design services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-1 - P-17 submitted with the Contractor's Proposal.

**1.1.3. Effective Date**

The effective date of this Contract shall be the later of July 6, 6010 or the date of Board approval.

**1.1.4 Contract Provisions**

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), Exhibits and Forms, all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract; the language of such other part of the Contract shall prevail.

#### **1.1.5 Work to be Performed**

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-3. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **1.1.6 Rescission**

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.51, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

#### **1.1.7 Supplemental Documents**

Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 2.25.

### **1.2 INTERPRETATION OF CONTRACT**

#### **1.2.1 Headings**

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

### **1.3. CONTRACT TERM**

#### **1.3.1 Initial Term**

The initial Contract term shall be three years commencing July 6, 2010 or after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

### **1.3.2 Two One-Year/Month-to-Month Extension Options**

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretion.

### **1.3.3 Extension to Complete Work Order**

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year.

Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy Director. Contractor shall not perform any work on approved Work Orders after the expiration of the contract without an approved written extension.

### **1.3.4 Contractor to Notify County When It Is within 6 Months from Expiration of Term**

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

### **1.3.5 Survival of Obligations**

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

## **1.4 CONTRACT SUM**

### **1.4.1 Compensation**

The net amount the County shall expend from its own funds during any Contract year for as-needed graphic design services shall not exceed \$50,000, which sum is also the maximum amount of County funds available under the Contract. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for as-needed graphic arts services may exceed the aforementioned \$50,000 to the extent that a lessee or other third party is obligated to reimburse the County for its graphic arts services.

### **1.4.2 Increase of Contract Sum by Director**

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$50,000 sum referenced in Section 1.4.1 by up to 10 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

### **1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates**

Notwithstanding any other provisions of the Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. The Work Order shall state the maximum amount payable for the specified work. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1, 1.4.7 and 2.48.

### **1.4.4 Preparation of Itemized Estimate, Work Statements, and Billing to be Treated as Overhead**

Notwithstanding any other provisions of the Contract, the time expended by the Contractor in the preparation of invoices shall be treated as overhead, shall not be directly charged in itemized invoices and shall not

entitle Contractor to any direct compensation. The parties understand and agree that the Contractor's hourly rates for work performed include an amount which will compensate the Contractor for all labor, equipment, materials, supplies, licenses, registrations, data systems, transportation, telephone expenses, facsimile transmission, photocopying services and other items required for performance of the Contract.

**1.4.5 No Increase in Hourly Rate(s) of Compensation**

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

**1.4.6 Maximum Compensation Under Work Order**

Maximum compensation for each work order shall be determined by the total hours bid on the assignment at the Contractor's hourly rate(s). Each work order shall contain a firm monetary cap, based on the Contractor's hourly rate(s).

**1.4.7 Increase in Maximum Compensation Under Work Order**

The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum number of hours specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum number of hours specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy Director, who shall state the reason for the increase.

**1.4.8 Contractor to Notify County When it has Received 75% of Total Contract Amount**

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.



#### **1.4.9 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

### **1.5 INVOICES AND PAYMENTS**

#### **1.5.1 Contractor's Invoice Procedures**

The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payments. Invoices shall identify the Contractor number, total hours bid, if applicable, and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work.

Upon the Department's receipt and the Contract Administrator's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

The County may withhold from payment any amount assessed by the Contract Administrator which is authorized as a setoff, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 2.44, Termination for Default.

## **1.6 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **1.6.1 Contractor's Contract Representative**

The Contractor's Contract Representative is designated in Form P-15 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

### **1.6.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

### **1.6.3 Background and Security Investigations**

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 1.6.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **1.6.4 Confidentiality**

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or

make any admission, in each case, on behalf of County without County's prior written approval.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT - AS-NEEDED GRAPHIC DESIGN SERVICES**

**PART TWO – STANDARD CONTRACT TERMS AND CONDITIONS**

**2.0 STANDARD TERMS AND CONDITIONS**

**2.1 AMENDMENTS**

- 2.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 2.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.
- 2.1.3 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.

**2.2 ASSIGNMENT AND DELEGATION**

- 2.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the

Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**2.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

**2.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **2.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **2.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **2.5 COMPLIANCE WITH APPLICABLE LAW**

**2.5.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**2.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding

sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-6 – Contractor's EEO Certification*.

## **2.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **2.7.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 4* and incorporated by reference into and made a part of this Contract.

### **2.7.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program



(Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor

no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **2.8 CONFLICT OF INTEREST**

**2.8.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**2.8.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

## **2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

## **2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **2.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **2.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the

performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **2.11.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **2.11.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment.

The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor

Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **2.11.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **2.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **2.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 2.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**2.13.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **2.14 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance with Los Angeles County Code Chapter 2.206.

## **2.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor.

If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

**2.16.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**2.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **2.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

**2.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**2.17.2** The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State



statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **2.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 2.1 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **2.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **2.20 FORCE MAJEURE**

**2.20.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

**2.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

**2.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **2.21 GOVERNING LAW, JURISDICTION AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **2.22 INDEPENDENT CONTRACTOR STATUS**

**2.22.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**2.22.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or

responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**2.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

## **2.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.24 and 2.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **2.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Beaches and Harbors, Contracts Unit  
13837 Fiji Way, Marina Del Rey, CA 90292

Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **2.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **2.24.3 Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

#### **2.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### **2.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **2.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **2.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **2.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **2.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **2.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **2.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **2.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **2.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **2.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## **2.25 INSURANCE COVERAGE**

**2.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**2.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**2.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall



maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **2.26 LIQUIDATED DAMAGES**

**2.26.1** If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

**2.26.2** If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Attachment C, Statement of Work Exhibits*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the

Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**2.26.3** The action noted in sub-paragraph 2.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**2.26.4** This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **2.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**2.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**2.28.2** The Contractor shall certify to, and comply with, the provisions of *Form P-6, Contractor's EEO Certification*.

- 2.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 2.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 2.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 2.28 when so requested by the County.
- 2.28.7** If the County finds that any provisions of this sub-paragraph 2.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**2.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **2.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

## **2.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **2.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

## **2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No.1015.

### **2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 6* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **2.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-15, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **2.36 PUBLIC RECORDS ACT**

**2.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 2.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **2.37 PUBLICITY**

**2.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

**2.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 2.37 shall apply.

## **2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**2.38.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or

accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**2.38.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 2.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**2.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

## **2.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## **2.40 SUBCONTRACTING**

**2.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County.** Any



attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**2.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**2.40.3** The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

**2.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**2.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

**2.40.6** The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

**2.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**2.40.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors**  
**Administrative Services Division / Contracts Unit**  
**13837 Fiji Way**  
**Marina del Rey, California 90292**

before any Subcontractor employee may perform any work hereunder.

**2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 2.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 2.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 2.14 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**2.43 TERMINATION FOR CONVENIENCE**

**2.43.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by

notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**2.43.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**2.43.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 2.38, Record Retention & Inspection/Audit Settlement.

## **2.44 TERMINATION FOR DEFAULT**

**2.44.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**2.44.2** In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 2.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable

to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

**2.44.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 2.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 2.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

**2.44.4** If, after the County has given notice of termination under the provisions of this sub-paragraph 2.44, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 2.44, or that the default was excusable under the provisions of sub-paragraph 2.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 2.43-Termination for Convenience.

**2.44.5** The rights and remedies of the County provided in this sub-paragraph 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.45 TERMINATION FOR IMPROPER CONSIDERATION**

**2.45.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**2.45.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

**2.45.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **2.46 TERMINATION FOR INSOLVENCY**

**2.46.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within

the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**2.46.2** The rights and remedies of the County provided in this sub-paragraph 2.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

## **2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## **2.49 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## **2.50 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 2.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.51 WARRANTY AGAINST CONTINGENT FEES**

**2.51.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**2.51.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT  
AS-NEEDED GRAPHIC DESIGN SERVICES**

**PART THREE – UNIQUE TERMS AND CONDITIONS**

**3.0 UNIQUE TERMS AND CONDITIONS**

**3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

**3.1.1** This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

**3.1.2** The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

**3.1.3** The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

**3.1.4** If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and



3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

### **3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 3.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 3.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 3.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

### **3.3 EMPLOYMENT CONFLICTS**

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.


The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any

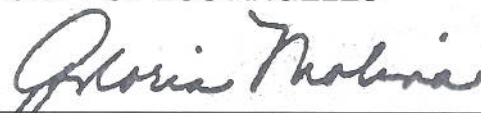
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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

San Luis Design, Inc.

By   
Roberto San Luis, President/Art Director

COUNTY OF LOS ANGELES

By   
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By 

Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By 

Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By 

Principal Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#25 JUL 06 2010

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

77373

# **STATEMENT OF WORK**

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
STATEMENT OF WORK  
AS-NEEDED GRAPHIC DESIGN SERVICES

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1.0 GENERAL REQUIREMENTS.....	1
2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS .....	2
3.0 CONTRACTOR’S QUALITY CONTROL PLAN .....	2
4.0 QUALITY ASSURANCE PLAN.....	2
5.0 RESPONSIBILITIES.....	3
5.1 County Contract Administrator.....	3
5.2 Contractor’s Representative .....	4
6.0 SERVICES TO BE PROVIDED .....	6
7.0 GREEN INITIATIVES .....	7
8.0 PERFORMANCE STANDARDS .....	7
9.0 PERFORMANCE EVALUATION .....	8
10.0 PERFORMANCE REQUIREMENTS SUMMARY.....	8

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
STATEMENT OF WORK  
AS-NEEDED GRAPHIC DESIGN SERVICES**

**1.0 GENERAL REQUIREMENTS**

**1.1 Scope of Work**

The selected Proposer shall be capable of providing the services as listed in this Statement of Work (SOW), and offer an improvement of these services.

**1.2 Contractor's Work Plan**

Subject to all other terms and conditions of this Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

**1.3 Personal Services of Designated Persons Required**

This Contract provides that the individuals identified in the Contractor's proposal must personally perform or lead the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the proposal, the Contractor shall request the Contract Administrator's (CA) approval, which shall not be unreasonably withheld.

**1.4 Contractor to Prepare Semi- Monthly Reports**

The Contractor shall report to the CA on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of any current or pending project(s) or any intermediate deadlines.

**1.5 Contractor to Prepare Final Project Report**

When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the

Contractor's findings and recommendations in accordance with the CA's instructions.

**1.6 Contractor Expenses**

The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services and expenses required for the work.

**2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

2.1 The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract.

2.2 All changes must be made in accordance with Attachment A, Sample Contract, sub-paragraph 2.1, Amendments.

**3.0 CONTRACTOR'S QUALITY CONTROL PLAN**

The Contractor shall comply with the Contractor's Quality Control Plan (included in Form P-5), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

**4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Attachment A, Sample Contract, sub-paragraph 2.15, County's Quality Assurance Plan.

**4.1 Contract Discrepancy Report (Technical Exhibit 1 of Attachment C)**

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.



The CA will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CA within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the CA within ten workdays.

#### **4.2 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### **5.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

#### **COUNTY**

##### **5.1 County Contract Administrator**

- 5.1.1** The Community and Marketing Services Division Chief shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.
- 5.1.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.
- 5.1.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.
- 5.1.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

## **CONTRACTOR**

### **5.2 Contractor's Representative**

**5.2.1** The Contractor shall designate a full-time employee as Contractor's Representative who shall be responsible for Contractor's activities related to consultant services and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

### **5.3 Personnel**

**5.3.1** Contractor shall provide the professional services of the graphic artists/consultants identified in the Contractor's Proposal.

**5.3.2** Contractor shall meet deadlines set by Contract Administrator.

**5.3.3** Reports required by the Contract or any Work Order shall be completed on time.

**5.3.4** Contractor shall attend meetings and presentations at places specified by the CA. Contractor shall appear on time for meetings and presentations and exhibit professional conduct at all times.

**5.3.5** Hourly services shall be accurately reported.

**5.3.6** Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 5.7.

### **5.4 Confidentiality**

**5.4.1** Contractor shall safeguard and ensure the confidentiality of all information provided by the Department as well as anything produced for the Department. All such information as well as anything produced for the Department is the sole property of the County.

**5.4.2** Contractor shall not use any art work, Portable Document Format (PDF), Photoshop files, press proofs or anything else received or developed under this Contract for anything other than County projects. Work produced by or for the Department shall not be used by the Contractor commercially for profit. The Contractor shall not use copyrighted or licensed materials or software supplied

to or received from the County except as directed by the Department. At the end of this Contract, all graphic images and other copyrighted or licensed materials obtained by the Contractor under this Contract shall be returned, destroyed and/or deleted from the Contractor's computers as directed by the CA. The Contractor will be allowed to retain one printed version of the materials developed by the Contractor under this Contract to use as an example of work solely for soliciting future contracts or similar business purposes.

**5.5 Acceptance of Work**

**5.5.1** Contractor shall make the contract work available for inspection by the CA at any time upon reasonable notice.

**5.5.2** Contractor shall immediately notify the Department of any difficulties that will cause a project's delay.

**5.5.3** Contractor shall ensure the quality of each project assigned or reports required and meet all deadlines for completion of such projects/reports as set by the CA.

**5.5.4** There shall be no maximum or minimum number of service hours to be provided monthly. The number of hours required will be determined from the work flow and requirements of the Department.

**5.6 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the Department's regular business hours, 7:00 a.m. to 6:00 p.m., Monday through Thursday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract.

**5.7 Communication with Department**

The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. When the office is closed, an answering service shall

be provided to receive calls. The Contractor shall answer calls received by the answering service within two hours of receipt of the call.

## **6.0 SERVICES TO BE PROVIDED**

Contractor shall provide as-needed graphic design, consulting and photography services to the satisfaction of the Department, including such supervision, labor, supplies, materials, licenses, vehicles and equipment as are necessary to perform such services. The Contractor's services shall include, but are not limited to the following:

### **6.1 Graphic Design Services**

The Graphic Design Contractor shall perform the following tasks at the time specified:

- Design and layout of brochures, programs, banners, guides, maps, newsletters, forms, reports, certificates, branding, letterhead, and other printed materials or items;
- Document concept, information organization, writing, editing, design, layout, illustration, renderings, displays, sign, digital photos and graphics, photo scanning, camera ready artwork, mockups, file conversion, inter-application data transfer and compatibility for generation of blueline or color proof for printer;
- Provide conversion and formatting services for preparation of documents utilizing information contained in a variety of formats, stored on a variety of media which must be PC compatible.
- Research, develop and write specifications for printing based on the Department's stated requirements. These specifications may require various options and versions for printing.

### **6.2 Photography Services**

The Graphic Design Contractor shall perform the following tasks at the time specified:

- Photography services shall be provided at an on-call basis. Photography shall be in the format designated by the CA. Photography services may include, but is not limited to newsletters, beach and Marina del Rey photography, ceremonial photography,

storm photography, early morning service, late night service and service at remote locations.

- Reproduce photography for the Department in the format(s) and amounts as specified by the CA.

### **6.3 Consultant Services**

The Graphic Design Contractor shall perform the following consultant tasks at the time specified:

- Provide graphic design consulting services to assist the Department in the efficient composition of publications and illustrations effectively utilizing hardware and software to maximize cost and time savings for output for printing;
- Provide technical consulting services as requested, including, but not limited to final-material production, preparation of cost estimates for final production, pre-press color proofing, photography services; and
- Program a Macintosh and/or PC compatible database as specified by the CA, of all new publication specifications and detailed cost estimates. This database shall be the property of the Department and shall be periodically turned over to the Department as requested and at any time upon reasonable notice, or at this Contract's termination.

## **7.0 GREEN INITIATIVES**

**7.1** Contractor shall use reasonable efforts to initiate "green" Practices for environmental and energy conservation benefits.

**7.2** Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

## **8.0 PERFORMANCE STANDARDS**

The Contractor shall observe, at a minimum, the standards set forth in this Section 8.0, and acknowledge that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

**8.1** The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the pertinent profession.

## **9.0 PERFORMANCE EVALUATION**

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contracts terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

## **10.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

**10.1** The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

# AS NEEDED GRAPHIC DESIGN SERVICES OFFER TO PERFORM / PRICE PROPOSAL

Proposer:

Name: Yokotake Design  
 Address: 8733 Washington Blvd.  
Culver City, CA 90232  
 Phone: (310) 558-3565 Fax: (310) 558-3560

To: Santos H. Kreimann, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide as needed graphic design services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession.

The rate(s) for these services shall be:

Job Title

Graphic Designer  
Consultation  
Photography services  
 \_\_\_\_\_  
 \_\_\_\_\_

Hourly Rate

thirty seven.50 Dollars (\$37.50/hr)  
thirty seven.50 Dollars (\$37.50/hr)  
thirty seven.50 Dollars (\$37.50/hr)  
 \_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
 \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Proposer is a(n): ☒ individual ☐ corporation ☐ partnership or joint venture ☐ limited liability company ☐ other: \_\_\_\_\_

State of organization: Sole proprietorship Principal place of business: Culver City, CA

Out of state vendor's authorized agent for service of process in California:

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Mike Yokotake/owner/(310) 558-3565  
 Name Title Phone

Name Title Phone

Proposer's signature: \_\_\_\_\_

Mike Yokotake/owner/(310) 558-3565  
 Name Title Phone

Date: January 4, 2010

# PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

	State	Year Inc.
Name		

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

Mike Yokotake

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
<u>Yokotake Design &amp; Associates</u>	<u>Los Angeles</u>	<u>1984</u>

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? no if yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
<u>None</u>	

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

NA



Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.3 – Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

☒ Yes ☐ No Proposers has 5 years experience performing graphic design services for government agencies or private organizations.

☒ Yes ☐ No Proposers has/or has staff member(s) with a degree in art or design.

☒ Yes ☐ No Proposers has submitted a recent sample of a professional graphic design project.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Yokotake Design/Mike Yokotake

Address:

8733 Washington Blvd.

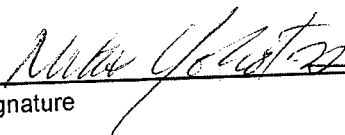
Culver City

E-mail address: ydesign@mindspring.com Telephone number: (310) 558-3565

Fax number: (310) 558-3560

On behalf of Yokotake Design (Proposer's name), I Mike Yokotake  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's  
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature



13-4275635

Internal Revenue Service  
Employer Identification Number

Owner/graphic designer  
Title

051769

California Business License Number

January 4, 2010  
Date

12161901

County WebVen Number



Yokotake Design

Yokotake Design  
Mike Yokotake  
8733 Washington Blvd.  
310.558.3565

### **Summary:**

An Art Director/graphic designer with many years of experience conceptualizing and producing printed collateral materials for large global brands. Skills include art direction, design, layout, production, photo and illustration art direction, printing specification, print color proofing, press checks and interaction with clients and vendors.

### **Bio**

Yokotake Design & Associates was formed in 1984 as a design /advertising firm.

Michael Yokotake, designer/principal, has had an extensive background in both advertising and design with such agencies as Mc Cann Erickson, Inc., NW Ayer, J.Walter Thompson, Daily & Associates and such design firms as Harte Yamashita & Forrest, Maurice Yanez & Associates and Kay Lau and Associates.

Michael has worked on accounts such as Century 21, Atlantic Richfield Co., Coco Cola, DirecTV, DirecTV International, Lockheed Corporation, Teledyne, Inc., Straw Hat Pizza, Safeway, Ralph's Markets, Inc., Mr. Nature, Quintessence Foods, Fishing Processors, Inc., U.S. Borax, Walt Disney, Western Airlines, Hughes Communications, Raytheon Corporation, Honeywell Corporation, Mattel toys, Inc., Scapa Medical Division, USC, Metropolitan Transportation Authority, Viewpoint Schools, Sage Schools, Adelson Educational Campus and Harvard-Westlake Schools.



Yokotake Design

### **Education:**

Michael is a graduate of Cal State University, Long Beach with a Bachelors of Fine Arts degree.

### **Experience:**

#### ***1974-1984 Freelance Art Director, Designer***

Freelanced with various clients, Ad agencies, design firms and architectural firms.

#### ***1976-1980 McCann Erickson-Los Angeles***

Worked as Art Director on various national ad campaigns, brochures for various clients such as; Hilton Hotels, Western Airlines, US Ski Team, Lockheed, Century 21 Realty Corporation  
Teledyne, Straw Hat Pizza

#### ***1980-1984 ME & Associates***

Work as Art Director/Graphic Designer

Developed logo identity programs, national ad campaigns, capabilities and product brochures, packaging design, Illustration

#### ***1984-present Founded Yokotake Design***

Design services Include:

Design • Layout • Digital Illustration • Computer generated design & art • Art Direction •  
Production • Printing Supervision • Web site development

For:



**Yokotake Design**

- Packaging • Point of Purchase • Promotional Sales Kits • Advertisement Campaigns • Capability Brochures • Leasing Brochures • Product Brochures
- Retail/Sales Brochures • Corporate Powerpoint presentation development \* Corporate Logo design and Stationery system development • Corporate Identity Programs • Web Sites • Corporate Communications Materials • Retail/brand logo Designs • Trade show art and promotional materials.

**Currently held Certifications:**

SBE, MBE, local SBE and DBE.

## STAFFING & WORK PLAN

1. STAFFING PLAN. Provide the requested information about principals, project manager, contractor's representative, key employees and subcontractors. Attach all resumes.

Name	Relationship to Proposer	Classification / Job Title	Responsibilities
Mike Yokotake	Self	owner/graphic designer	All administrative, contractor rep, project management, consultant, graphic designer, and Photography services

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION Mike Yokotake/Yokotake Design

3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

**5. APPROACH TO THE STATEMENT OF WORK:**

- a. Please attach a comprehensive narrative describing the approach your firm will take with respect to the services to be provided as identified in Attachment B, Statement of Work Section 6.0. Indicate how, with the use of qualified employees, your company will perform the following duties, including, but not limited to:
- Graphic design services;
  - Consulting services;
  - Photography services;
  - Technical support and assistance for the Department; and
  - Ensuring confidentiality of privileged Department information.
- b. Proposer's ability and resources to provide services described in Attachment B, Statement of Work, Section 6.0;
- c. How the experience of Proposer's staff is specifically related to the services described in Attachment B, Statement of Work, Section 6.0;
- d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment B, Statement of Work, Section 6.0;
- e. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment B, Statement of Work, Section 5.2) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

**6. ADDITIONAL INFORMATION (Attach pages if necessary):**

Signature: M. J. G. [Signature]

Date: 1-4-2010

Title: Owner/ Graphic designer



Yokotake Design

### **Approach of statement of work:**

The following is a brief narrative specifically addressing each work plan requirement as it relates to the scope of work. The scope of work, as it is describe in the RFP, is very specific and therefore are understood as stated and will not be reiterated here.

#### *Graphic design services:*

Yokotake Design, Mike Yokotake will meet with Beaches and Harbors (BH) project manager to discuss schedule, budget, and requirements to update or generate new concepts for brochures, programs, banners, guides, maps, newsletters, forms, reports, certificates, branding, letterhead and other printed materials or items BH projects. Through phone conversations Mike will also coordinate with BH's printer to discuss requirements and deliverables, if required.

Using Adobe InDesign, Adobe Illustrator, Photoshop, Quark Express and Microsoft Office Mike would then update or generate new, any or all of the documents described above. All work is produced and double proofed in-house for strict quality control. Upon final approval, Yokotake Design would direct files to printer, archive all appropriate materials and deliver them to BH project manager.

Describe the approach to completing the tasks specified in the Scope of Work:

Yokotake Design (YDA) has an established production process that requires a workflow to be reviewed at major milestones of development, from acceptance of a project through in-house understanding of clients end product and contractual constraints, schedule and costs. The product is continually checked by Mike against customers specifications. Production variances to those specifications are corrected immediately.

### **Detailed Yokotake design task processing:**

*Step 1:* Mike will meet with BH client to establish schedule, budget, and difficulty level of project.



#### Yokotake Design

*Step 2:* Project is entered into YDA's job Control log with client release number and purchase order coverage requirements. The project will be identified on the job control sheets that accompany the project as it moves through the production phase.

*Step 3:* If the project requires BH review during production, Mike will review and present the task to BH for approval.

*Step 4:* Upon return of the task to YDA, Mike will incorporate the comments or changes requested and proceed to completion.

#### *Photography Services:*

The designer, Mike Yokotake has shot photography for other client's projects in the past and is available for BH projects on request. With BH's requirements of timing and dates, Mike can make arrangements to be available on short notice. Mike will shoot all photography digitally and can process all images to client's format of choice for their convenience.

#### *Consultant Services:*

Mike the designer, shall provide all consulting and technical services to the client upon request. This includes assisting the department on any technical, compositional, illustration issues pertaining towards the publication of the project. Mike will provide technical art direction assistance on the final- production printing, aid in prepping cost estimates for final production, pre-press and color proofing.





**Ensuring confidentiality of privileged department information:**

YD will fully comply with the departments laws of confidentiality and will not divulge any information from the BH department.

**How the experience of Proposer is specifically related to the services described in Attachment B, Statement of Work**

Yokotake Design has extensive experience in creating and producing a wide variety of graphics and advertising from print media to website design, brochures, logos and corporate identities, product branding identities, Print Advertisement media, newsletters and direct mail media for clients from non-profit organizations such as Los Angeles Orthopaedic Hospital and Harvard-Westlake School to for-profit companies and institutions such as Hughes Communications, DirecTV International, Metropolitan Transportation Authority and University of Southern California.

This is a partial list of clients served with related projects: Hughes Communications, DirecTV International, Scapa Medical, Harvard Westlake Schools, Adelson Educational Campus, USC, MTA, Direct Mail Marketing, Mattel Toys, Canon Communications, Kay Lau & Associates, Exceptional Children's Foundation.

**Proposer's ability and resources to provide services described in Attachment B Statement of Work**

The graphic designer, Mike Yokotake has more than 30 years experience in providing the similar graphic design services and products to the private sector. He works on a Mac Pro 3Gh quad core tower with a 30" flat panel Apple monitor and with the latest graphic programs like



**Yokotake Design**

Adobe's creative suite 4: Photoshop, InDesign, Illustrator, Acrobat 9 Pro, Dreamweaver, Quark Express and Microsoft Office suite.

**What level of staff the Proposer would assign to provide kinds of services listed in Attachment B, Statement of work**

Senior level

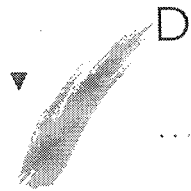
4. **DEGREES/LICENSES:** List the staff member who holds the degree(s) as required in the RFP, Section 1.3. List staff who hold licenses or registration as required by California state law or relevant to performance of the work.

Name	Degree Held
Mike Yokotake	BFA in Fine Arts

Name	License	License Number
Mike Yokotake	California Business License	651769

## BUSINESS AND FINANCIAL SUMMARY

- a. Provide a summary of relevant background information demonstrating the capacity and experience to perform the required Contract work, including such information as:
- Identifying previous assignments which are similar in scope and purpose to the graphic design services that will be required under the Contract. Please attach a summary description of experience your firm has had in providing the services that are requested in this RFP. Provide examples of appropriate experience in any relevant past or on-going projects. Describe each project, including the name of the owner, current phone number, and role on the project.
  - Summary of the Proposer's academic background, professional training and work history.
  - An organizational chart or description of the organization's size and structure.
  - Attach a sample of a professional Graphic Design brochure, advertisement, booklet, pamphlet or signage.



Yokotake Design

**Identification of previous assignments:**

Yokotake Design has extensive experience in creating and producing a wide variety of graphics and advertising from print media to website design, brochures, logos and corporate identities, product branding identities, Print Advertisement media, newsletters and direct mail media for clients from non-profit organizations such as Los Angeles Orthopaedic Hospital and Harvard-Westlake School to for-profit companies and institutions such as Hughes Communications, DirecTV International, Metropolitan Transportation Authority and University of Southern California.

This is a partial list of clients served with related projects: Hughes Communications, DirecTV International, Scapa Medical, Harvard Westlake Schools, Adelson Educational Campus, USC, MTA, Direct Mail Marketing, Mattel Toys, Canon Communications, Kay Lau & Associates, Exceptional Children's Foundation.

**Work experience:**

Mike works with Kay Lau & Associates an Advertising/public relations agency as a independent contractor providing and producing a wide variety of graphic services similar to those listed in the RFP

**References**

*Ms. Kay Lau*

*Kay Lau & Associates*

*Tel (310) 278-2200*

Created websites, flyers, ads, trade show graphics, posters, banners, brochures, illustrations, corporate logos, and corporate identity manuals for various clients.

Partial Clients list YD performed work with:



Yokotake Design

**References cont.**

*Harvard-Westlake School*, Created a series of Newsletters

*G&L Precision Die Cutting*, Created various Ads, brochures, website, Trade show booth designs and graphics

*Scapa Medical*, Created various ads, capabilities brochure/folder/inserts

*Soltre*, Created corporate logo, Trade show graphics, banners, corp folder

*High Tech Rubber*, Created trade show booth graphics

*Adelson Educational Campus*, Created various signages banners, website

*Laurence Schools*, Created administration brochure and other brochures

*Adelson Clinic*, Created Clinic's main website

*Exceptional Children's Foundation*

Mr. Scott Bowling, President & CEO

Tel (310) 204-3300

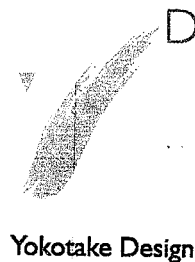
Created Main Corporate and divisional department logos, corporate identity stationery system, main office and divisional department signage systems.

*Exceptional Children's Foundation*

Mr. Guy Shulman, Vice President of Development and External Affairs

Tel (310) 845-8050

Developed main office and divisional department signage systems.



### **References cont.**

*Digital Graphics Centre*

*Mr. Marvin Shirai, President*

*Tel (714) 826 8200*

Developed main corporate logo and stationery system, Web site development, Electronic interactive PDF promos, and technical drawings for aerospace clients.

### **Examples shown:**

*Ralphs Signature Store:*

This project was the main launch point for Ralphs new (at the time) signature upscale stores which was to compete with other quality stores like Whole Foods, Gelson's, and Von's Pavilions.

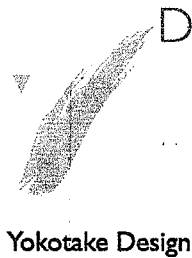
On this brochure project Mike was the main designer. He created all of the illustrations, (including the Ralphs Signature logo), retouched and modified composite photos, 3d illustrations, graphic background art and created the 3 panel layout design.

Produced for Brown Bunyan Moon & More, Jerry Montalvo (now deceased).

*Laurence School:*

This is the admissions brochure that was developed for the Laurence School, a highly regarded private lower school based in the San Fernando Valley area.

The challenge to the project was integrating the uniqueness of the school, the school's heritage, history, high regard to education and heart warming learning environment in a garden like atmosphere in an updated, modern styled, fresh looking brochure that reflected the



essence of what the school was all about.

Mike was the main designer who created the look and layouts of the brochure, did all of the retouching and composite photo work and shot all of the flower and some children shots used in the layouts.

Produced through KayLau & Associates for Laurence school

**Summary of the proposer's academic background, professional training and work history:**

Mike is a graduate of Long Beach State University with a Bachelor of Fine Arts degree, Work history see resume.

**Description of organization's size and structure:**

Yokotake Design is a sole proprietorship with no employees.



b. Providing references as follows:

List all of the governmental agencies and private institutions that demonstrate the Proposers and/or their principal owner's experience providing graphic design services during the last five years. **FAILURE TO LIST ALL EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL. PLEASE ENSURE ALL CONTACT INFORMATION IS CURRENT AND VALID.**

**GOVERNMENT AGENCIES:** No previous experience with any Government agency

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services

Add additional pages if necessary to list all experience with Government Agencies.

**PRIVATE INSTITUTIONS:**

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
11/99 to	current	Kay Lau Associates	427 Canon Drive Suite 208 Beverly Hills ,CA 90210	Kay Lau	(310) 278-2200	Brochures, websites, logos, Banners, Tdshow Graphics
12-2007	4/2008	Exceptional Children's Foundation (ECF)	8740 Washington Blvd. Culver City CA 90232	Scott Bowling	310-204-3300	logo dev.
4/2008	9/2008	ECF	8740 Washington Blvd. Culver City CA 90232	Scott Bowling	310-204-3300	corp stationery dev
4/2008	2/2009	ECF	8740 Washington Blvd.	Guy Shulman	310-204-3300	Signage-KEC Art Center
						PAR Services
4/2004 to	current	Digital Graphics Centre	10541 Calle Lee, Unit 11 Los Alamitos CA 90720	Marvin Shirai	714-826-8200	Newsletter, logos, tech drawings, website,

Add additional pages if necessary to list all experience with private institutions.

c. Attach copies of financial statements (balance sheet and income statements) for the last full fiscal year and any partial year through at least December 31, 2008. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements.

d. Attach additional information, if necessary.

Signature: Mila Yelinton

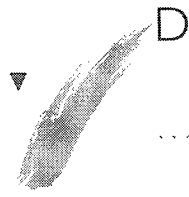
Date: 1-4-2010

Title: OWNER / GRAPHIC DESIGNER

## QUALITY CONTROL PLAN

1. Please describe your firm's procedures for ensuring compliance with the Contract terms and conditions.
2. Please describe how your firm will prevent unsatisfactory performance of the Contract work, including:
  - A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
  - A plan for ensuring that interim deadlines, if any, and delivery dates are met;
  - Documentation methods of all monitoring results, including any corrective action taken.
3. Who will review documents prepared by your office?
4. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
5. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
6. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

See Attached Quality Control Plan



Yokotake Design

## **Quality Control Plan**

### **Ensuring compliance with the contract terms and conditions.**

YDA will furnish a schedule for completing the tasks in terms of elapsed weeks from the each project commencement date:

Mike, upon receipt of a given task shall be in constant communication with the B&H project manager, throughout the entire project, monitoring budget and schedule. There will also be turnaround time discussions per each document (or portions of). There may be next day, or even same day deliveries. YDA shall meet any and all deliverable requirements.

### **Identify methods that proposer will use to insure quality control and prevent unsatisfactory performance as well as budget and schedule control for project:**

At the beginning of every project Mike will meet with the BH CA project manager to discuss and establish schedule, budget, and deadlines. Mike will then develop a schedule time sheet with all design stage meetings/presentations and interim deadlines.

Upon completion of each step of a project, Mike will perform the quality control review of the end item and compare it against the directions requested by BH for compliance and accuracy to meet professional graphic standards.

If required, the task will be recycled through the production department again, with quality control re-review assuring incorporation of all comments or changes requested.

At the completion of every interim design and correction/revision stage the designer will sign off on the time sheet.

At the final check, Mike will review the package(s) once again, insuring that all specifications and requested changes have been made before delivery to client.



Yokotake Design

**Who will review documents prepared in your office?**

Mike Yokotake

**What steps will you take to correct deficiencies reported by the Department?**

Once contacted by the CA project manager about a problem, Mike will immediately correct the deficiency, review the project with the specifications and requested change then produce a revised edition hardcopy of the project and present it to the CA project manager for review.

**If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?**

Complains once received, will be handled as atop priority, response time if physically possible, will be perform and returned the same day or the following morning.

## PROPOSER'S EEO CERTIFICATION

Yokotake Design

Company Name

8733 Washington Blvd. Culver City, CA 90232

Address

13-4275635

Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( )	( X )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( )	( X )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( )	( X )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( X )

Mike Yokotake  
Signature

1-4-10  
Date

Mike Yokotake, Owner/Graphic Designer  
Name and Title of Signer (Please Print)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Yokotake Design		
Company Address: 8733 Washington Blvd.		
City: Culver City,	State: CA	Zip Code: 90232
Telephone Number: 310-558-3565		
Solicitation For _____ Services: Graphic Design		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

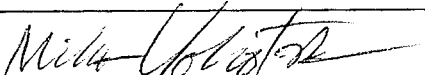
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name: Mike Yokotake	Title: Owner/Graphic Designer
Signature: 	Date: 1-4-10



**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Mike Yokotake

Proposer Name

Owner/graphic Designer

Proposer Official Title

  
Official's Signature

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County)      X   NO

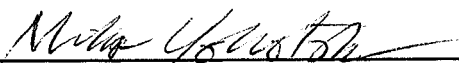
B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

  X   YES    \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES    \_\_\_\_\_ NO      X   N/A (Program not available)

Proposer Organization: Yokotake Design

Signature: 

Print Name: Mike Yokotake

Title: Owner/Graphic Designer    Date: 1-4-10

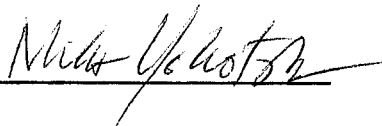
Tel. #: 310-558-3565    Fax #: 310-558-3560

## FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_



Date: 1-4-10

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

Mike Yokotake

310-558-3565

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

None

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Yokotake Design

Name of Firm

Mike Yokotake

Owner/Graphic Designer

Print Name of Signer

Title

Signature

1-4-10

Date \_\_\_\_\_

**Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Yokotake Design

COUNTY VENDOR NUMBER: 12161901

- ☒ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ☒ Attached is my Local SBE Certification letter issued by the County

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**Business Structure:** ☒ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify) \_\_\_\_\_

**Total Number of Employees** (including owners): \_\_\_\_\_

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander	X		X		X	
American Indian						
Filipino						
White						

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
MTA	X		X		5-31-2012

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Mike Yokotake		Owner/ Graphic Designer	1-4-2010



**COUNTY OF LOS ANGELES**  
**OFFICE OF AFFIRMATIVE ACTION COMPLIANCE**

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 780  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1080 / FAX (213) 626-7034  
TTY (213) 974-0911  
HTTP://OAAC.CO.LA.CA.US

MEMBERS OF THE BOARD  
GLORIA MOLINA  
MARK RIDLEY THOMAS  
ZEV YAROSLAVSKY  
DON KNABE  
MICHAEL D. ANTONOVICH

DENNIS A. TAFOYA  
DIRECTOR

December 14, 2009

Mr. Mike Yokotake, Owner  
Yokotake Design  
8733 Washington Blvd.  
Culver City, CA 90232

Address all correspondence to:  
**Affirmative Action/Diversity Programs**  
1000 S. Fremont Avenue  
Building A-9 East 1<sup>st</sup> Floor  
Mail Unit: #24  
Alhambra, CA 91803-8862

**CBE Program ID#: 84369**  
**Status: MBE**

Dear Mr. Yokotake:

Congratulations! Your firm has been certified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This certification is valid until December 15, 2011.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process to verify any documentation submitted by the applicant. If there are any changes during this certification period, you are required to notify this office immediately.

Thank you for registering your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven>. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically by email of County bids by specific commodities/services.

Again, congratulations on your certification. If you have questions, please call (877) 669-CBES and refer to the identification number above.

Sincerely,

DENNIS A. TAFOYA  
Director

Ozie L. Smith  
Senior Deputy Compliance Officer

DAT:OS/er/ct

From: BidSync <notices@bidsync.com>  
Subject: **State of CA Notification Letter**  
Date: August 25, 2009 1:59:08 PM PDT  
To: ydesign@mindspring.com  
Reply-To: support@bidsync.com



State of California • Department of General Services • Arnold Schwarzenegger, Governor  
**PROCUREMENT DIVISION**  
**Office of Small Business and DVBE Services**  
707 Third Street, 1st Floor, Room 400 • PO Box 989052  
West Sacramento, California 95798-9052 • (800) 559-5529

Aug 25, 2009

SB APP

Supplier #33526  
YOKOTAKE DESIGN & ASSOCIATES  
8733 WASHINGTON BLVD  
CULVER CITY CA 90232

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

### **Certification Period**

From Jul 22, 2009 to Aug 31, 2011

### **Business Types**

Service

### **Classifications**

821015 - Print advertising  
821018 - Advertising agency services  
821415 - Art design services

### **Proof of Certification Status**

To verify your firm's small business certification status go to <http://www.eprocure.dgs.ca.gov/default.htm> and select "SB/DVBE Search."

### **Annual Submission Requirement**

To maintain your certified status, you must annually submit to the office of Small Business and DVBE



March 24, 2009

**Metro File# 4437**

Michael Yokotake  
**Yokotake Design**  
8733 Washington Blvd.  
Culver City, CA 90232

**SUBJECT: Certification Extension**

Dear Mr. Yokotake:

Please be advised that your firm continues to be certified by Metro in the following program(s) as indicated below, for the period **May 23, 2007 to May 31, 2012:**

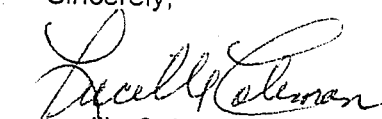
- ☒ **Disadvantaged Business Enterprise (DBE)**
- ☒ **Minority Business Enterprise (MBE)**
- ☐ **Women Business Enterprise (WBE)**
- ☒ **Small Business Enterprise (SBE)**

You have the following NAICS 2007 code(s):

541430 - Graphic Design Services  
541810 - Advertising Agencies

If you have any questions, please contact us at (213) 922-2600.

Sincerely,

  
Lucille Coleman  
EEO Manager





# Metro CALIFORNIA UNIFIED CERTIFICATION PROGRAM



May 25, 2007

**CUCP #33832**  
**Metro File # 4437**

Michael Yokotake  
**Yokotake Design**  
8733 Washington Blvd.  
Culver City, CA 90232

**RE: Disadvantaged Business Enterprise Certification**

Dear Mr. Yokotake:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. Your DBE certification status will be honored by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise:

<u>NAICS (2002)</u>	<u>Description</u>	<u>Size Standard</u>
541430	Graphic Design Services	\$6.5 million
541810	Advertising Agencies	\$6.5 million

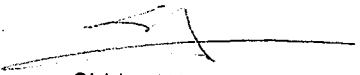
Your DBE certification is good for five years from the date of this letter and applies only for the above NAICS 2002 codes. Requests for additional or revised NAICS 2002 codes must be made in writing to Metro. After the five-year certification period, your entire file will be reviewed in order to ascertain continued DBE certification status. Prior to your firm's DBE certification expiration date, Metro will send a letter to you requesting information necessary to complete this review.

The Regulations also require annual updates during this five-year period. In order to assure continuing DBE status, you must submit annually a DBE Declaration with supporting documentation, in the format that will be sent to you. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until the five-year certification has expired.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Your DBE certification is subject to review at any time. Failure to submit forms and/or change of information will be deemed as failure to cooperate under §26.109 of the Regulations.

Congratulations, and thank you for your interest in the CUCP.

Sincerely,

  
Shirley Wong  
Certification Representative

# TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

NA

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Yokotake Design		
Company Address: 8733 Washington Blvd.		
City: Culver City,	State: CA	Zip Code: 90232
Telephone Number: 310-558-3565 Email address: ydesign@mindspring.com		
Solicitation/Contract For _____ Services: Graphic Design		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -


- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Mike Yokotake	Title: Owner/Graphic designer
Signature: 	Date: 1-4-2010

Date: 1-4-2010

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Yokotake Design**CONTRACTOR'S CONTRACT REPRESENTATIVE:**

Name: Mike Yokotake  
Title: Owner/graphic Designer  
Address: 8733 Washington Blvd.  
Culver City, CA 90232  
Telephone: 310-558-3565  
Facsimile: 310-558-3560  
E-Mail Address: ydesign@mindspring.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Mike Yokotake  
Title: Owner/Graphic Designer  
Address: 8733 Washington Blvd.  
Culver City, CA 90232  
Telephone: 310-558-3565  
Facsimile: 310-558-3560  
E-Mail Address: ydesign@mindspring.com

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: Yokotake design/Mike Yokotake  
Title: Owner/Graphic Designer  
Address: 8733 Washington Blvd.  
Culver City, CA 90232  
Telephone: 310-558-3565  
Facsimile: 310-558-3560  
E-Mail Address: ydesign@mindspring.com

**GREEN INITIATIVES**

Present a narrative of a proposed plan for complying with the green requirements as described in Section 7.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

Graphic designer will consult with CA manager when printing brochures, documents, or other paper source printed material is required and suggest using a printer that is capable of printing with environmentally friendly (soy) inks and utilize designer specified recycled papers where ever possible and is within budget.

For banners, the designer will suggest to the CA manager to use an environmentally aware vendor who uses environmentally safe inks and materials. Also, for public awareness, designer may place, (with CA manager's approval), in a discreet size and location, a descriptive copy line stating the given document is printed with environmentally safe inks and on recycled paper materials.

## RFP EXCEPTION FORM

FORM P-17

Proposer's Name Yokotake Design/ Mike Yokotake  
Address 8733 Washington Blvd., CA 90232  
Telephone 310-558-3565 Fax 310-558-3560  
E-mail Address ydesign@mindspring.com

☒ I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and have **NO** exceptions.

☐ I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and **have the following exceptions:**

**Exceptions:**

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

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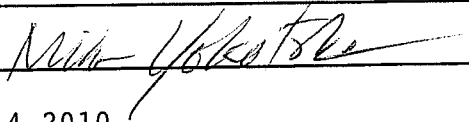
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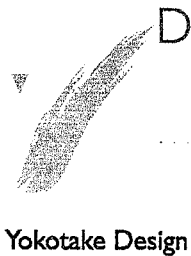
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Print Name Mike Yokotake  
Signature   
Date 1-4-2010



**Additional Information:**

**Proposer requirement qualifications**

Mike Yokotake owner/principal will ensure that all needs for City of Los Angeles Beaches and Harbors Department are met by Yokotake Design.

Mike has more than 30 years of graphic design/Advertising experience, having held senior management positions with international ad agencies and graphic design firms prior to starting his own firm in 1984. Mike has a keen knowledge of the current electronic and printing trends.

Mike's strength is in print and electronic media which includes brochures, corporate identities, logo development, trade show graphics, signage systems development, map illustrations, newsletters, flyer and posters, product branding, Annual Reports, direct mail campaigns, packaging, corporate presentation and press kits, Ad campaigns and website development.

With this kind of experience Mike Yokotake can especially be suitable to handle any of the Beaches and Harbors department projects. With his expertise and knowledge in creating a wide range of media materials in the print and electronic mediums, makes him highly qualified and be a very valuable asset in contributing high value, quality graphics to the Beaches and Harbors department.

**Minium Mandatory Requirement: Evidence of Insurance**

See Attachments

**Additional Portfolio examples**

See Attached Cd

# AS NEEDED GRAPHIC DESIGN SERVICES OFFER TO PERFORM / PRICE PROPOSAL

Proposer:

Name: SAN LUIS DESIGN, INC.  
 Address: 220 POINSETTIA AVE.  
MONROVIA, CA 91016  
 Phone: 626 357 9585 Fax: 626 357 9035

To: Santos H. Kreimann, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide as needed graphic design services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession.

The rate(s) for these services shall be:

Job TitleHourly Rate

<u>Graphic Designer</u>	<u>FIFTY THREE</u> Dollars (\$ <u>53</u> )
	Dollars (\$ )
<u>CONSULTANT SERVICES</u>	<u>FIFTY THREE</u> Dollars (\$ <u>53</u> )
<u>PHOTOGRAPHY SERVICES</u>	<u>FIFTY THREE</u> Dollars (\$ <u>53</u> )
	Dollars (\$ )

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture ☐ limited liability company ☐ other: \_\_\_\_\_

State of organization: CALIFORNIA Principal place of business: MONROVIA, CA

Out of state vendor's authorized agent for service of process in California:

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

ROBERTO SAN LUIS, PRESIDENT/ART DIRECTOR 626 357-9585  
 Name Title Phone

Name Title Phone

Proposer's signature: [Signature]

Date: 1/4/10

ROBERTO SAN LUIS, PRESIDENT/ART DIRECTOR  
 Name Title Phone 626 357-9585



# PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

SAN LUIS DESIGN, INC.      CALIF.      2005  
 Name      State      Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

N/A

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
<u>N/A</u>		

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? NO if yes,

Name of parent firm: N/A

State of incorporation or registration of parent firm: N/A

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

N/A

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.3 – Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

☒ Yes ☐ No Proposers has 5 years experience performing graphic design services for government agencies or private organizations.

☒ Yes ☐ No Proposers has/or has staff member(s) with a degree in art or design.

☒ Yes ☐ No Proposers has submitted a recent sample of a professional graphic design project.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

SAN LUIS DESIGN, INC. , ROBERTO SAN LUIS

Address:


220 POINSETTIA AVE.

MONROVIA, CA 91016

E-mail address: mail@sanluisdesign.com Telephone number: 626 357-9585

Fax number: 626 357-9035

On behalf of SAN LUIS DESIGN, INC. (Proposer's name), I ROBERTO SAN LUIS  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

  
Signature

PRESIDENT/ART DIRECTOR  
Title

1/4/10  
Date

20-3689617 (FEIN)  
Internal Revenue Service  
Employer Identification Number

BUS 2005-00383 (CITY OF MONROVIA)  
California Business License Number

11254601  
County WebVen Number

## STAFFING & WORK PLAN

1. STAFFING PLAN. Provide the requested information about principals, project manager, contractor's representative, key employees and subcontractors. Attach all resumes. *SEE ATTACHED*

Name	Relationship to Proposer	Classification / Job Title	Responsibilities
ROBERTO SAN LUIS	SAME	PRESIDENT / ART DIRECTOR	RESPONSIBLE FOR THE MANAGEMENT AND DIRECTION OF THE COMPANY AS WELL AS ALL ASPECTS OF THE GRAPHIC DESIGN SERVICES.

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION ROBERTO SAN LUIS

3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
N/A					



**SANLUISDESIGN**

A VISUAL COMMUNICATIONS STUDIO

**ROBERTO SAN LUIS**

220 POINSETTIA AVENUE

MONROVIA, CA 91016

VOICE 626-357-9585

FAX 626-357-9035

MAIL@SANLUISDESIGN.COM

## **ABOUT ROBERTO SAN LUIS / SAN LUIS DESIGN**

**Roberto San Luis** is the owner and art director of **San Luis Design**, an award-winning graphic design studio that has served colleges, universities, independent schools and non-profit organizations for more than 10 years. His agency's focus in this market helps deliver effective communication pieces that are sensitive to the issues specific to education and philanthropy. Creating captivating and response-driven design is the goal with each of his clients.

Studio projects include magazines, newsletters, brochures, print collateral, direct mail, web sites, identity and signage in support of client marketing departments, development programs and member communications.

Before starting San Luis Design, Roberto San Luis was the partner and creative director of Hutson San Luis, a graphic design firm specializing in publications for corporate and educational clients. Prior to that, San Luis served as art director for Occidental College, a nationally-ranked liberal arts college in Los Angeles. There, he supported development, alumni relations and campus-wide departments on print and web collateral.

San Luis received his Bachelor of Fine Arts degree from The University of Texas at Austin in 1987 with a degree in Visual Communications. The multidisciplinary program encompassed graphic design, photography and illustration.

Throughout his career, San Luis received awards for his design work. Among them are:

- Western Publishing Association Maggie Award, *River Runner* magazine
- Council for Advancement and Support of Education, Bronze Medal, *Occidental Magazine*
- Council for Advancement and Support of Education, Silver Medal, *Occidental Magazine*
- University and College Designers Association, Bronze Medal, *Occidental Magazine*
- Mature Media National Awards, California Christian Home marketing brochure
- Council for Advancement and Support of Education, Bronze Medal, *Och Tamale* magazine, University of Redlands
- University and College Designers Association, Award of Excellence, California State University, Los Angeles
- University and College Designs Association, Award of Excellence, *Och Tamale* magazine, University of Redlands

Roberto San Luis' designs have been cited in *Folio* magazine and *Magazine Design and Production*.

San Luis is a member of the American Institute of Graphic Arts, University and College Designers Association, Printing Industries of America Association and FilAm Arts. He has served on the board of directors of Search to Involve Pilipino Americans and is also a professionally trained chef.



**SANLUISDESIGN**  
A VISUAL COMMUNICATIONS STUDIO

**ROBERTO SAN LUIS**  
220 POINSETTIA AVENUE  
MONROVIA, CA 91016  
VOICE 626-357-9585  
FAX 626-357-9035  
MAIL@SANLUISDESIGN.COM

## **ORGANIZATION / STAFFING**

San Luis Design has evolved from a four-person staff to a one-person studio. Roberto San Luis is the principal of the company, utilizing his 25 years of experience and capabilities in the graphic design industry to focus personally on the servicing of his clients. San Luis is hands-on in all aspects of a project, from design to production.

San Luis Design evaluated its staffing plan in 2000 and determined that a smaller studio, with smaller overhead, focused on a specific market — non-profit organizations and schools — better meets the needs of its clients. The staffing plan is also linked to San Luis Design's goal of expertly managing projects from a fewer number of clients. The benefits?

- Lower pricing — addressing the needs of non-profit organizations and schools
- Personalized service — clients work directly with Roberto San Luis in all aspects of a project
- Higher quality — design and production is not handled by less-experienced staff
- Nimble response — ability to respond quickly to a variety of client needs

When projects call for specialty services, like writing, editing and illustration, the studio calls on its network of experienced freelance artists, some of whom have been working with San Luis Design for more than a decade. San Luis personally oversees the work executed by freelancers by initiating meetings, communicating goals and reviewing production. This guarantees a seamless integration of content into San Luis Design's projects.

4. **DEGREES/LICENSES:** List the staff member who holds the degree(s) as required in the RFP, Section 1.3. List staff who hold licenses or registration as required by California state law or relevant to performance of the work.

Name	Degree Held
ROBERTO SAN LUIS	BFA VISUAL COMMUNICATIONS*, UNIVERSITY OF TEXAS 1987
	* GRAPHIC DESIGN, PHOTOGRAPHY, ILLUSTRATION

Name	License	License Number
SAN LUIS DESIGN, INC.	CITY OF MONROVIA BUSINESS LICENSE	BUS 2005-00383
	626-932-5550	

5. **APPROACH TO THE STATEMENT OF WORK:** SEE ATTACHED

- a. Please attach a comprehensive narrative describing the approach your firm will take with respect to the services to be provided as identified in Attachment B, Statement of Work Section 6.0. Indicate how, with the use of qualified employees, your company will perform the following duties, including, but not limited to:
- Graphic design services;
  - Consulting services;
  - Photography services;
  - Technical support and assistance for the Department; and
  - Ensuring confidentiality of privileged Department information.
- b. Proposer's ability and resources to provide services described in Attachment B, Statement of Work, Section 6.0;
- c. How the experience of Proposer's staff is specifically related to the services described in Attachment B, Statement of Work, Section 6.0;
- d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment B, Statement of Work, Section 6.0;
- e. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment B, Statement of Work, Section 5.2) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

6. **ADDITIONAL INFORMATION (Attach pages if necessary):**

Signature: Ramsey

Date: 1/4/10

Title: PRESIDENT / ART DIRECTOR



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MAIL@SANLUISDESIGN.COM

## **APPROACH TO STATEMENT OF WORK**

San Luis Design actively partners with its clients to achieve the goals set for the project(s). The process varies from client to client and project to project, but generally it follows the same basic course.

### **INITIATE**

San Luis Design and the client discuss all the details relating to the project.

### **SUBSTANTIATE**

A proposal is developed in response to initial discussions. Once the proposal is accepted, a time line is set for the project with major milestones indicated. The time line is agreed upon.

### **RESEARCH AND DESIGN**

Further research is conducted by San Luis Design in order to give the designer a solid foundation on which to base the designs. Designs are presented and emailed in PDF form in order to expedite approval processes and avoid needless use of paper. Designs usually include a cover and sample spread of the publication and will be accompanied by explanatory text. The designs utilize placeholder text and placeholder photographs (actual text and photographs will be implemented in final production). The client reviews the designs and approves one direction with the option for fine-tuning.

### **PRODUCTION**

San Luis Design collects the content for the piece and conducts the appropriate translations and conversions to text and photographs. This step ensures that all content is in proper order and resolution for printing.

### **PROOFING**

Proofs of the project will be delivered as PDF documents via email. Again, this is to expedite the approval processes and avoid needless use of paper. The client reviews the proofs and conveys any changes or corrections to San Luis Design. This stage of the process will involve a series of proofs after each set of changes or corrections are implemented.

### **APPROVAL**

The client will provide a written/emailed approval of the final proof.

### **PREP**

San Luis Design will conduct the final preparation of files for the printer. We will meet with the printer to ensure that the delivery of mechanicals is complete and all specifications are understood.

### **PRINTING**

Printer will generate a print blueline and proof for review by the client and by San Luis Design, if included in the scope of work. Upon written approval of blueline by the client, the printer will manufacture the publication. San Luis Design, if included in scope of work, will conduct a press check of the project.



## **APPROACH TO STATEMENT OF WORK, ADDITIONAL**

In addition to the graphic design service work plan (previous page), San Luis Design provides the following services.

### **CONSULTING**

Roberto San Luis has more than 25 years of experience in the graphic design industry. This expertise is put to use in consulting services than assist clients in managing their communications programs. Consulting includes:

- Reviewing strategic plans and their communications objectives
- Writing and reviewing communications plans
- Reviewing and advising on "green" initiatives
- Maximizing communication/publication budgets — design and production, printing, mailing
- Providing leads on quality, cost-efficient vendors — printers, etc.
- Art direction — photo shoots, illustration, design programs

### **PHOTOGRAPHY**

Roberto San Luis studied photography as part of his visual communications coursework for his BFA at the University of Texas in Austin. He has art directed countless photo shoots and has photo edited many magazines and publications. San Luis uses a Nikon digital SLR for his photography.

### **TECHNICAL SUPPORT**

A career in graphic design and experience launching and running two design companies has enabled Roberto San Luis to gain considerable knowledge of technical issues involved in graphic design. Technical support includes:

- Streamlining production processes from client to studio, including use of cross-platform software
- Content management, including cross-media support
- Client file preparation
- Web 2.0 marketing

### **CONFIDENTIALITY**

San Luis Design never shares details of projects, including content, with vendors or clients unless expressly permitted by its client. If needed, a confidentiality contract can be signed. Additionally, San Luis Design strictly adheres to copyright laws.

**APPROACH TO STATEMENT OF WORK, ADDITIONAL**

- 5b. Proposer's ability and resources to provide services described in Attachment B, Statement of Work, Section 6.0.  
San Luis Design is capable and able to perform the tasks described. We have been in operation for more than 10 years providing services identical to the ones outlined in the RFP. We are a fully equipped design studio, working on a Macintosh platform with software that is compatible both on PC and Mac. Camera equipment includes a professional Nikon digital SLR.
- 5c. How the experience of the Proposer's staff is specifically related to the services described in Attachment B, Statement of Work, Section 6.0.  
Roberto San Luis has more than 25 years experience in the graphic design industry. For the past 10 years, San Luis Design has been doing work exclusively for non-profit organizations and colleges and universities. His agency's focus in this market helps deliver effective communication pieces that are sensitive to the issues specific to education and philanthropy — including budget restrictions, perceptions and unique administrative issues.
- 5d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment B, Statement of Work, Section 6.0.  
San Luis Design is a one-person studio. The client will work directly with the principal.
- 5e. Resumes of firm principal(s), etc.  
See attached.



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FAX 626-357-9035  
MAIL@SANLUISDESIGN.COM

## **ROBERTO SAN LUIS RESUMÉ**

### **EXPERIENCE**

#### **San Luis Design, Inc.,** Monrovia, Calif.

January 2001–present

Owner and creative director of a graphic design firm specializing in print publications for non-profit organizations, colleges, universities and private schools.

#### **Hutson San Luis Design, Inc.,** Monrovia, Calif.

January 1994–January 2001

Partner and creative director of a graphic design firm specializing in print publications for corporate and educational clients.

#### **Occidental College,** Los Angeles, Calif.

October 1990–January 1994

Art director for a nationally-ranked liberal arts college. More than 300 projects were completed each year to support institutional advancement, development, alumni relations, and campus-wide departments.

#### **Freelance,** San Diego, Calif.

January 1989–October 1990

Graphic designer of various freelance projects in the San Diego area, including redesign and production of *Carlsbad Magazine*, *La Jolla Magazine*, and guest art director of *Transworld Snowboarding* magazine.

#### **Breakout—California Surf Magazine,** San Diego, Calif.

August 1987–January 1989

Art director for national consumer magazine dedicated to the sport and lifestyle of surfing in California.

### **EDUCATION**

Bachelor of Fine Arts, University of Texas at Austin, 1982–1987

Degree in Visual Communications, a multidisciplinary program in the school of fine arts, encompassing graphic design, photography and illustration

Undergraduate studies, Stephen F. Austin State University, Nacogdoches, Texas, 1980–1982

Studies in fine arts with a focus on painting and print making

### **AWARDS AND RECOGNITION**

Western Publishing Association Maggie Award, *River Runner* magazine; Council for Advancement and Support of Education, Bronze Medal, *Occidental Magazine*; Council for Advancement and Support of Education, Silver Medal, *Occidental Magazine*; University and College Designers Association, Bronze Medal, *Occidental Magazine*; Mature Media National Awards, California Christian Home marketing brochure; Council for Advancement and Support of Education, Bronze Medal, *Och Tamale* magazine, University of Redlands; University and College Designers Association, Award of Excellence, California State University, Los Angeles; University and College Designs Association, Award of Excellence, *Och Tamale* magazine, University of Redlands; designs cited in *Folio* magazine and *Magazine Design and Production*

### **MEMBERSHIPS**

American Institute of Graphic Arts, University and College Designers Association, Printing Industries of America Association, FilAm Arts. San Luis has served on the board of directors of Search to Involve Pilipino Americans

### **OTHER**

Professionally trained chef, graduate of the Westlake Culinary Institute

## BUSINESS AND FINANCIAL SUMMARY

- a. Provide a summary of relevant background information demonstrating the capacity and experience to perform the required Contract work, including such information as:
- Identifying previous assignments which are similar in scope and purpose to the graphic design services that will be required under the Contract. Please attach a summary description of experience your firm has had in providing the services that are requested in this RFP. Provide examples of appropriate experience in any relevant past or on-going projects. Describe each project, including the name of the owner, current phone number, and role on the project.
  - Summary of the Proposer's academic background, professional training and work history.
  - An organizational chart or description of the organization's size and structure.
  - Attach a sample of a professional Graphic Design brochure, advertisement, booklet, pamphlet or signage.

*PLEASE SEE ATTACHED*



**SAN LUIS DESIGN**  
A VISUAL COMMUNICATIONS STUDIO

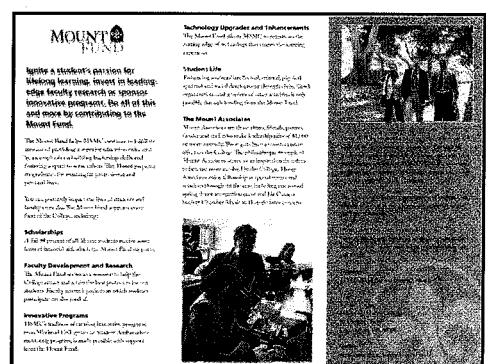
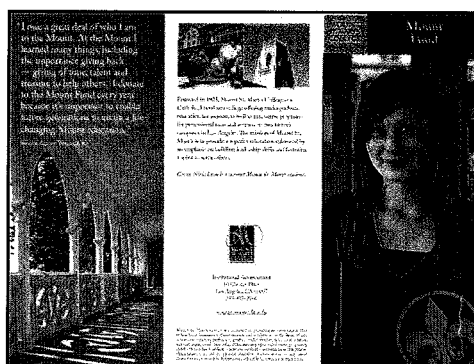
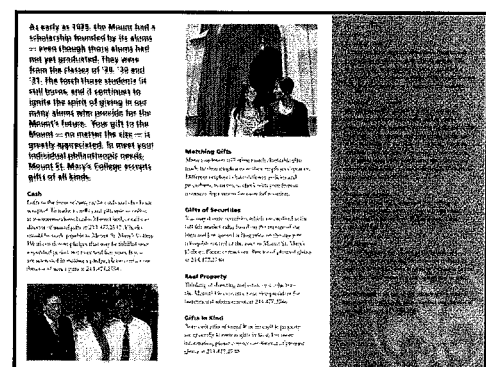
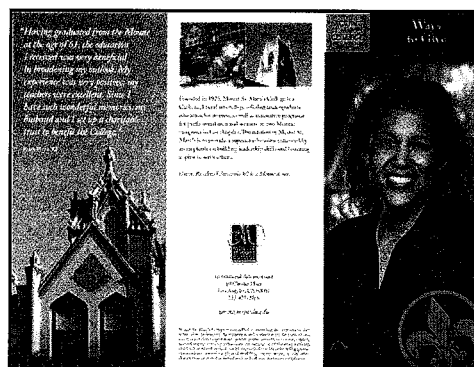
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MAIL@SANLUISDESIGN.COM

## CASE STUDY #1

**CLIENT:** Mount St. Mary's College  
**PROJECT:** Institutional Advancement Brochures  
**CONTACT:** Sarah Scopio, Associate Director of Public Relations  
213-477-2504  
sscopio@msmc.la.edu

Mount St. Mary's College contracted San Luis Design to develop a suite of brochures featuring the various programs of the department of Institutional Advancement. Roberto San Luis met with the project managers to review the scope of work and to prepare a creative brief. Three designs were submitted to a review committee and one design was selected. San Luis worked with the project manager to develop guidelines for content, including photography, text content and word count. Content was generated and San Luis Design produced proofs. This project is in the proof stage at present time, circulating among the project team. Completion is due by end of January.

**SERVICES:** Design consultation  
Design  
Art Direction  
Production  
Print supervision

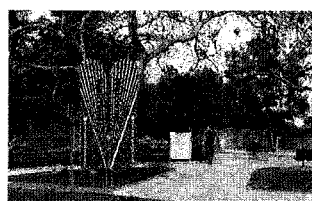
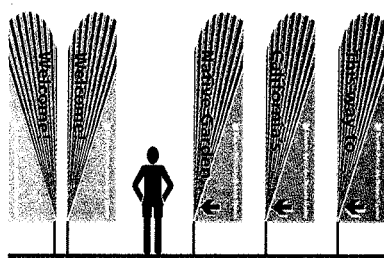


## CASE STUDY #2

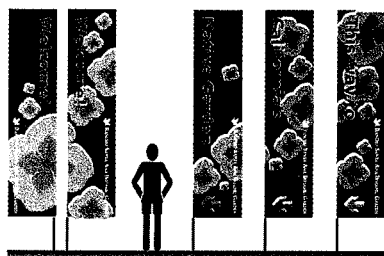
**CLIENT:** Rancho Santa Ana Botanic Garden  
**PROJECT:** Entrance banners  
**CONTACT:** Ann Joslin, Director of Visitor Services & Community Relations  
 909-625-8767, ext. 251  
 ann.joslin@cgu.edu

Rancho Santa Ana Botanic Garden contracted San Luis Design to develop entrance banner signage. Roberto San Luis met with the project manager to review the scope of work and do a site inspection. Preparatory photos were taken along with measurements. San Luis Design consulted with sign manufacturers for possible solutions. Three designs were submitted to a review committee and one design was selected. San Luis worked with the project manager to develop final text and images. Content was generated and San Luis Design produced proofs. Proofs were reviewed and approved and San Luis Design worked with sign manufacturers to ensure quality. The banners were made and installed and are in use.

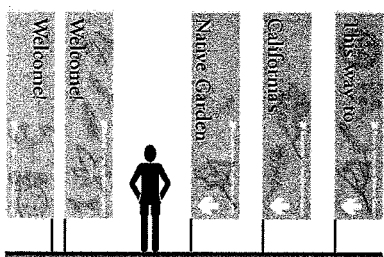
**SERVICES:** Design consultation and design  
 Art Direction  
 Illustration  
 Production  
 Manufacturing supervision



Rancho Santa Ana Botanic Garden Banner Signage Design 1—Site Application



Rancho Santa Ana Botanic Garden Banner Signage Design 2—Site Application



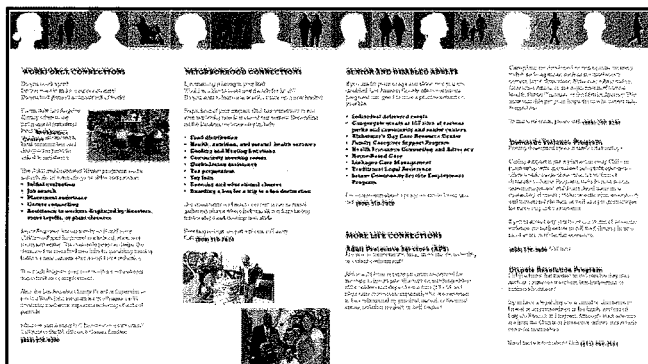
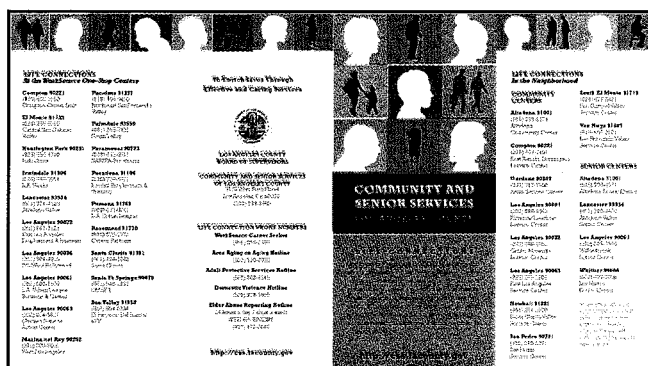
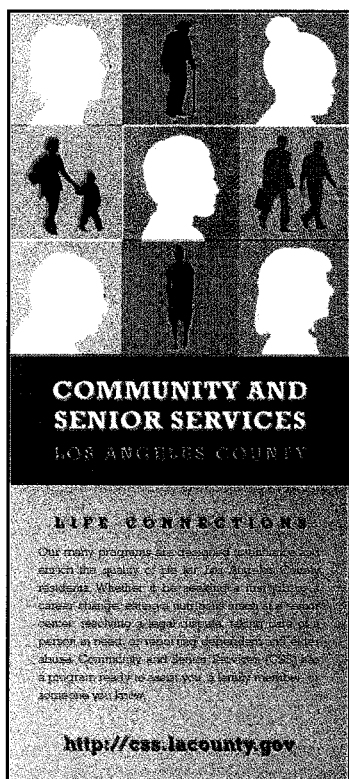
Rancho Santa Ana Botanic Garden Banner Signage Design 1—Site Application

### CASE STUDY #3

**CLIENT:** Los Angeles County Community and Senior Services  
**PROJECT:** Informational Brochure  
**CONTACT:** Pamela Everett, Executive Assistant  
 213-738-3094  
 peverett@css.ca.la.ca.us

Los Angeles County Community and Senior Services contracted San Luis Design to develop their informational brochure. The design was based on their biennial report, also design and produced by San Luis Design. San Luis worked with the project manager to develop content, including photography, illustration and text. Content was generated and San Luis Design produced proofs. After review of proofs and revisions, a final approval with given and San Luis Design prepared the artwork for the printer. The brochure is currently in use, and we are presently in production of an updated brochure.

**SERVICES:** Design consultation  
 Design  
 Illustration  
 Production  
 Print supervision



## **ABOUT ROBERTO SAN LUIS / SAN LUIS DESIGN**

**Roberto San Luis** is the owner and art director of **San Luis Design**, an award-winning graphic design studio that has served colleges, universities, independent schools and non-profit organizations for more than 10 years. His agency's focus in this market helps deliver effective communication pieces that are sensitive to the issues specific to education and philanthropy. Creating captivating and response-driven design is the goal with each of his clients.

Studio projects include magazines, newsletters, brochures, print collateral, direct mail, web sites, identity and signage in support of client marketing departments, development programs and member communications.

Before starting San Luis Design, Roberto San Luis was the partner and creative director of Hutson San Luis, a graphic design firm specializing in publications for corporate and educational clients. Prior to that, San Luis served as art director for Occidental College, a nationally-ranked liberal arts college in Los Angeles. There, he supported development, alumni relations and campus-wide departments on print and web collateral.

San Luis received his Bachelor of Fine Arts degree from The University of Texas at Austin in 1987 with a degree in Visual Communications. The multidisciplinary program encompassed graphic design, photography and illustration.

Throughout his career, San Luis received awards for his design work. Among them are:

- Western Publishing Association Maggie Award, *River Runner* magazine
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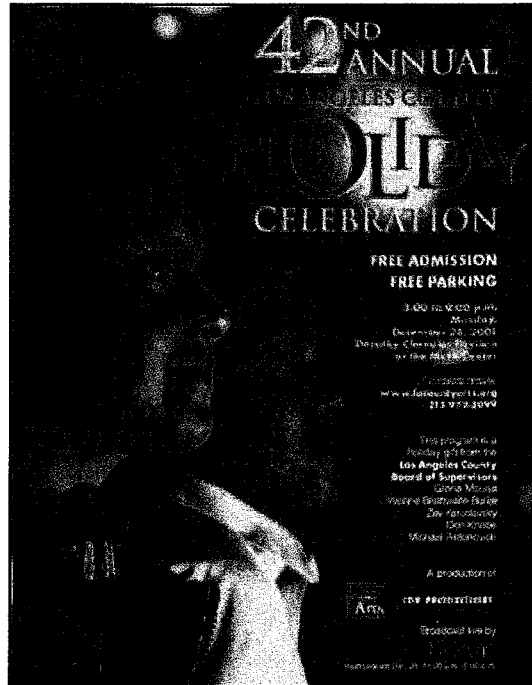
**SAN LUIS DESIGN**  
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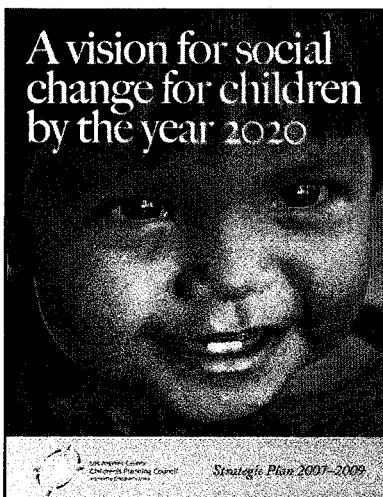
## SAMPLES



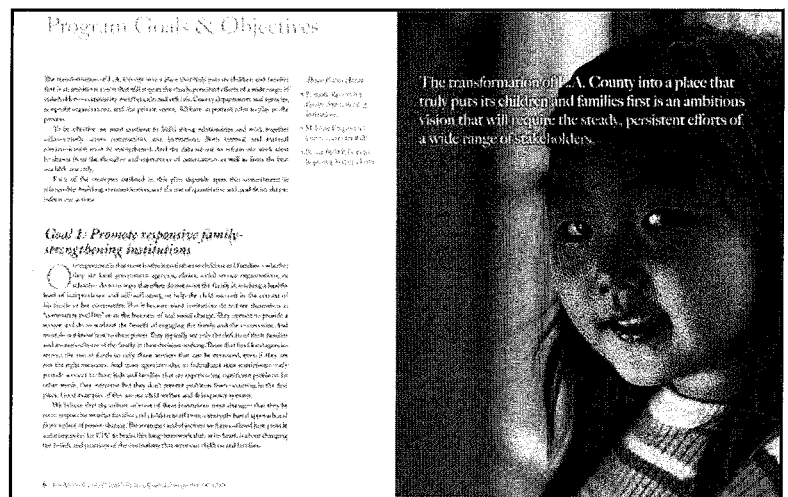
Caltech  
Performing Arts Series brochure



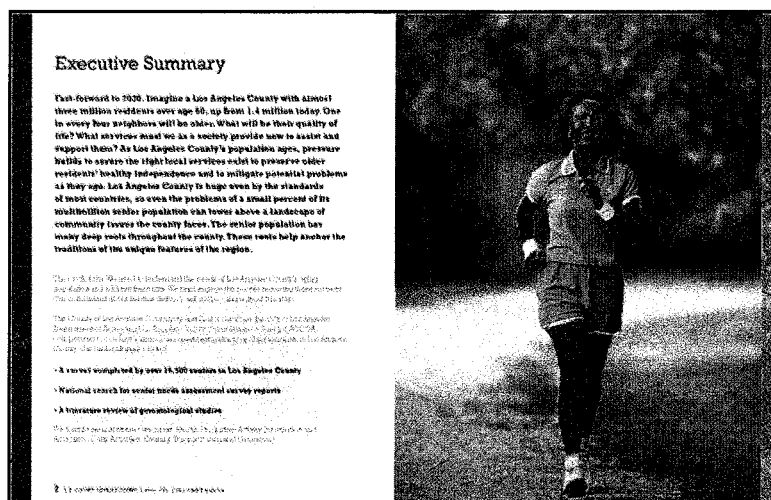
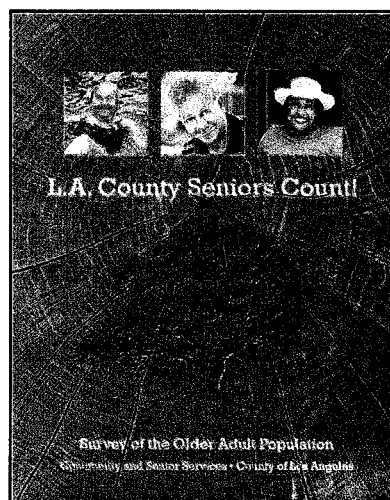
Los Angeles County Arts Commission  
Holiday Celebration poster



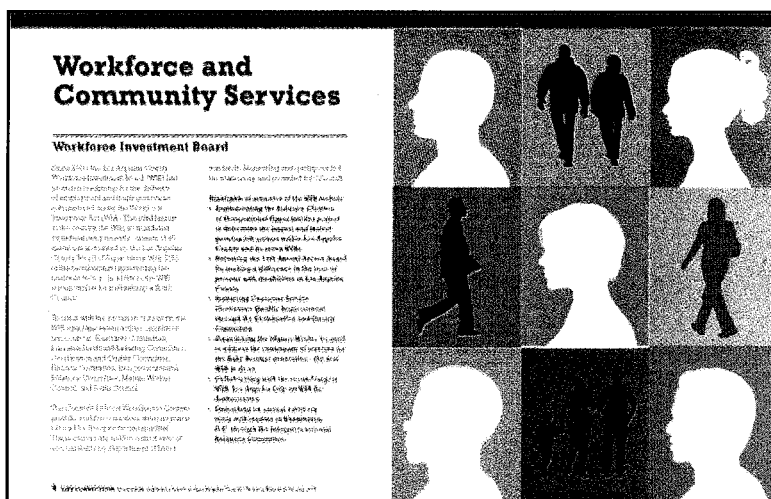
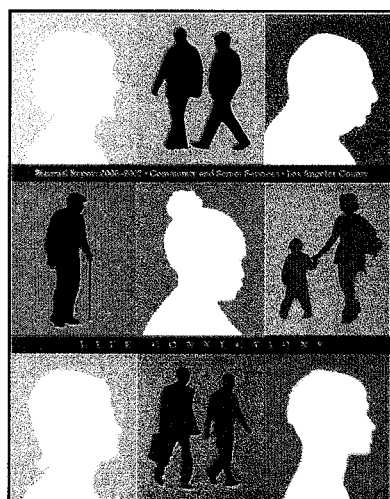
Los Angeles County Children's Planning Council  
Strategic Plan report



**SAMPLES**



Los Angeles County Community and Senior Services  
 Survey of the Older Adult Population report



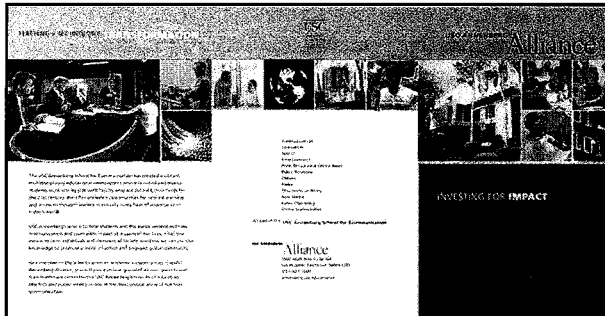
Los Angeles County Community and Senior Services  
 Biennial Report



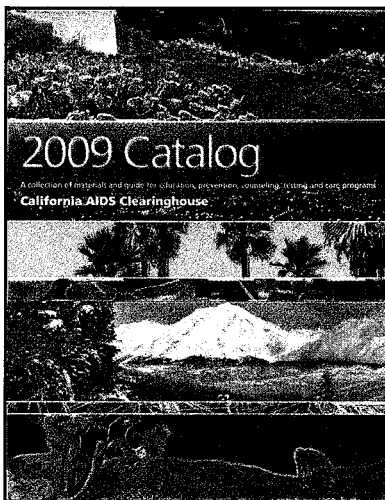
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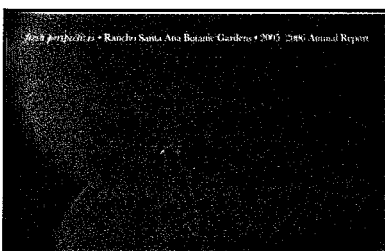
## SAMPLES



University of Southern California Annenberg School  
Annenberg Alliance informational brochure



California AIDS Clearinghouse  
Product catalog



Rancho Santa Ana Botanic Garden  
Annual Report



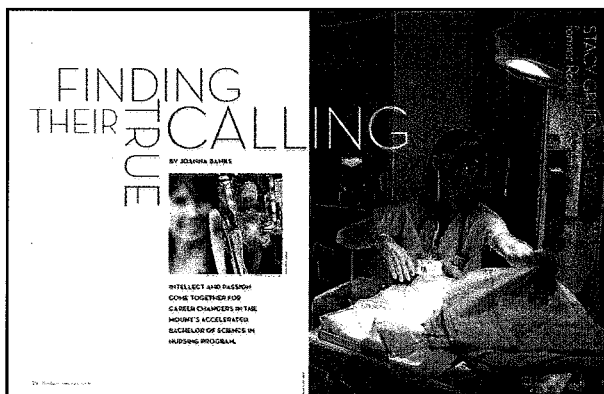
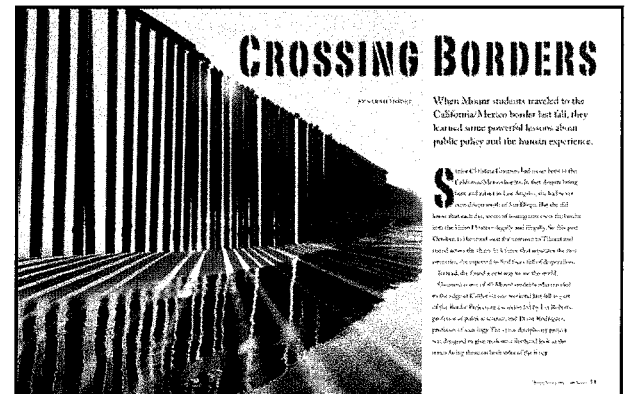
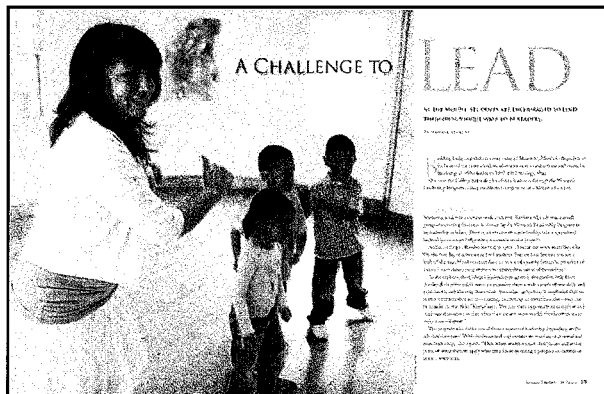
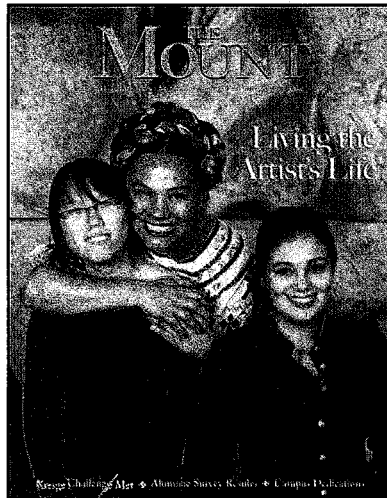
Additional samples may be found at [www.sanluisdesign.com](http://www.sanluisdesign.com)

# SL<sup>D</sup>

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FAX 626-357-9035  
MAIL@SANLUISDESIGN.COM

## SAMPLES



WWW.SANLUISDESIGN.COM

Mount St. Mary's College  
Magazine covers and editorial spreads

Additional samples may be found at [www.sanluisdesign.com](http://www.sanluisdesign.com)

b. Providing references as follows:

List all of the governmental agencies and private institutions that demonstrate the Proposers and/or their principal owner's experience providing graphic design services during the last five years. **FAILURE TO LIST ALL EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL. PLEASE ENSURE ALL CONTACT INFORMATION IS CURRENT AND VALID.**

**GOVERNMENT AGENCIES:**

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
SEE ATTACHED						

Add additional pages if necessary to list all experience with Government Agencies.



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FAX 626-357-9035  
MAIL@SANLUISDESIGN.COM

#### **CLIENT REFERENCES: GOVERNMENT AGENCIES**

##### **Community and Senior Services, Los Angeles County**

Pamela Everett  
213-738-3094  
peverett@css.lacounty.gov  
3175 West 6th Street, Room 400, Los Angeles, CA 90020  
Projects: Biennial Report, Overview brochure, WIB Report, CSS Logo  
Start of contract: March 2008  
End of contract: ongoing (various projects)  
Services: consultation, design, production, print supervision

##### **Community and Senior Services, Los Angeles County**

Alex Mcsweyn  
213-738-2749  
amcsweyn@css.lacounty.gov  
3175 West 6th Street, Room 400, Los Angeles, CA 90020  
Project: Seniors Count! Survey of the Older Adult Population  
Start of contract: November, 2007  
End of contract: May, 2008  
Services: consultation, design, production

##### **Los Angeles County Arts Commission**

Linda Chiavaroli  
213-202-5935  
lchiavaroli@arts.lacounty.gov  
1055 Wilshire Blvd., Suite 800, Los Angeles CA 90017  
Project: Arts for All reports, AEPI reports, Arts Commission Biennial reports  
Start of contract: July 2002  
End of contract: January 2009  
Services: consultation, design, production, print supervision

##### **Los Angeles County ISD/Purchasing**

Mary Walcott  
323-267-2208  
mwalcott@isd.lacounty.gov  
Project: RFB-IS-232667, Line 4, county-wide Graphic Design Services  
Start of contract: March 2008  
End of contract: March 2010  
Services: consultation, design, production, print supervision  
Note: This reference alludes to award of contract for Los Angeles County, county-wide graphic design services.  
ISD/Purchasing is not an end client.

**PRIVATE INSTITUTIONS:**

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
SEE ATTACHED						

Add additional pages if necessary to list all experience with private institutions.



**CLIENT REFERENCES: PRIVATE INSTITUTIONS**

**Mount St. Mary's College**

Sarah Scopio  
213-477-2504  
sscopio@msmc.la.edu  
10 Chester Place, Los Angeles CA 90007-2598  
Project: Ongoing quarterly magazine, president's report, publications  
Start of contract: January 2007  
End of contract: ongoing (various projects)  
Services: consultation, design, art direction, production, print supervision

**Villa Esperanza Services**

Michelle Cox  
626-449-2919 ext. 128  
mcox@villaesperanzaservices.org  
2116 East Villa Street, Pasadena CA 91107  
Project: Ongoing annual report, newsletters, direct mail, event materials  
Start of contract: January 2007  
End of contract: ongoing (various projects)  
Services: consultation, design, production, art direction, print supervision

**Search to Involve Pilipino Americans**

Peter Corpus  
213-382-1819, ext. 104  
pcorpus@esipa.org  
3200 W. Temple Street, Los Angeles CA 90026  
Project: Ongoing annual report, newsletters, posters, flyers, direct mail, event materials  
Start of contract: January 2005  
End of contract: ongoing (various projects)  
Services: consultation, design, production

**University of Southern California, Annenberg School for Communications**

Alexander Boekelheide  
213-821-6258  
boekelhe@usc.edu  
3502 Watt Way, Room G-21, Los Angeles CA 90089-0281  
Project: Newsletters, reports. Ongoing annual report exhibit materials  
Start of contract: October 2006  
End of contract: ongoing (various projects)  
Services: consultation, design, production, print supervision



**SANLUIS DESIGN**  
A VISUAL COMMUNICATIONS STUDIO

**ROBERTO SAN LUIS**  
220 POINSETTIA AVENUE  
MONROVIA, CA 91016  
VOICE 626-357-9585  
FAX 626-357-9035  
MAIL@SANLUISDESIGN.COM

**CLIENT REFERENCES: PRIVATE INSTITUTIONS, ADDITIONAL**

**Rancho Santa Ana Botanic Garden**

Patrick Larkin  
909-625-8767 ext. 220  
patrick.larkin@cgu.edu  
1500 North College Ave., Claremont CA 91711-3157  
Project: Annual reports, event materials, signage  
Start of contract: October 2006  
End of contract: ongoing (various projects)  
Services: consultation, design, art direction, production, print supervision, manufacturing supervision

**California Institute of Technology**

Jennifer K. Somerville  
626-395-3666  
jennys@caltech.edu  
MC 332-92, Pasadena CA 91125  
Project: Who's Who Trustee booklet  
Start of contract: October 2009  
End of contract: October 2009  
Services: consultation, design, production

**California AIDS Clearinghouse**

Dale Murakami  
310-323-9228  
otoko@aol.com  
This organization was closed due to California State budget cuts  
Project: annual catalog, brochures, outreach materials  
Start of contract: November 2008  
End of contract: July 2009  
Services: consultation, design, production, print supervision

**Children's Planning Council**

Marge Nichols  
626 798-0073  
marge@margenichols.com  
2447 Morslay Road, Altadena, CA 91001  
Marge Nichols was the writer on the project. Staff at the CPC no longer works there.  
Project: 2008 Children's Scorecard  
Start of contract: May 2008  
End of contract: Dec. 2008  
Services: consultation, design, production, art direction

**More references available for more clients and projects prior to 2007, although staff changes have occurred and only personal contact information is available. Please let me know if you need any of these older references. I would be happy to provide them.**

- c. Attach copies of financial statements (balance sheet and income statements) for the last full fiscal year and any partial year through at least December 31, 2008. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements.
- d. Attach additional information, if necessary.

Signature: Ross J

Date: 1/4/10

Title: PRESIDENT / ART DIRECTOR

**QUALITY CONTROL PLAN***SEE ATTACHED*

1. Please describe your firm's procedures for ensuring compliance with the Contract terms and conditions.
2. Please describe how your firm will prevent unsatisfactory performance of the Contract work, including:
  - A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
  - A plan for ensuring that interim deadlines, if any, and delivery dates are met;
  - Documentation methods of all monitoring results, including any corrective action taken.
3. Who will review documents prepared by your office?
4. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
5. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
6. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.



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### **QUALITY CONTROL PLAN**

1. Please describe your firm's procedures for ensuring compliance with the Contract terms and conditions.

San Luis Design prides itself in working with its clients to create a productive and smooth process with every project. Planning and communication are essential. At the onset of every project, clear direction on scope, scheduling and deadlines and responsibilities are outlined, shared and agreed upon. Throughout the design and production process, progress is communicated via email and phone.

2. Please describe how your firm will prevent unsatisfactory performance of the Contract work, including:

- A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards.

Since San Luis Design is a one-person studio, the responsibility of accuracy falls on its principal. Because clients work directly with the principal, communication is direct, planning is direct, response is direct and accountability is direct.

- A plan for ensuring that interim deadlines, if any, and delivery dates are met.

San Luis Design spells out deadlines and milestones with each of its projects. Communication and planning are key. 25 years of experience arms Roberto San Luis with knowledge of realistic time lines. San Luis Design has NEVER missed a deadline.

- Documentation methods of all monitoring results, including any corrective action taken.

San Luis Design is careful about documenting progress and status of projects through email correspondence. The emails serve as written archives that can be referred to at any time.

3. Who will review documents prepared by your office?

Roberto San Luis

4. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

Any client requests or complaints go directly to the principal of the studio. Requests and complaints will be acknowledged and recorded, corrective measures recommended and implemented and satisfactory correction acknowledged and recorded.

5. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

Depending on the request, San Luis Design can respond immediately or the studio will communicate a time line for response.

6. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

Please see attached.



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MAIL@SANLUISDESIGN.COM

## **QUALITY CONTROL PLAN**

San Luis Design understands that the quality of our service helps promote the success of our clients. Because of this, quality control is implemented on all projects.

### **PLANNING**

San Luis Design and the client discuss all the details relating to the project. This includes scope of work, budget, responsibilities and time line.

### **COMMUNICATION**

Results of planning are shared in a written report. Any changes to the scope of work, budget, responsibilities or time line are communicated via a written report.

### **PREPARATION**

San Luis Design assists the client in preparation of content, making sure the correct formats are used in providing text, data, photography and illustration.

### **PRODUCTION**

San Luis Design collects the content for each project and conducts the appropriate translations and conversions to text and photographs. This step ensures that all content is in proper order and resolution for printing.

### **PROOFING**

Proofs of the project will be delivered as PDF documents via email. The client reviews the proofs and conveys any changes or corrections to San Luis Design. This stage of the process will involve a series of proofs after each set of changes or corrections are implemented.

### **APPROVAL**

The client will provide a written/emailed approval of the final proof.

### **PREP**

San Luis Design will conduct the final preparation of files for the printer. We will meet with the printer to ensure that the delivery of mechanicals is complete and all specifications are understood.

### **PRINTING**

Printer will generate a print blueline and proof for review by the client and by San Luis Design, if included in the scope of work. Upon written approval of blueline by the client, the printer will manufacture the publication. San Luis Design, if included in scope of work, will conduct a press check of the project.


## PROPOSER'S EEO CERTIFICATION

SAN LUIS DESIGN, INC.  
 Company Name  
220 POINSETTIA AVE. MONROVIA, CA 91016  
 Address  
20-3689617  
 Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( X )	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( X )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( X )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( X )	( )

  
 Signature

1/4/10  
 Date

ROBERTO SAN LUIS, PRESIDENT / ART DIRECTOR  
 Name and Title of Signer (Please Print)

SEE ATTACHED



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**ROBERTO SAN LUIS**  
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FAX 626-357-9035  
MAIL@SANLUISDESIGN.COM

#### **SAN LUIS DESIGN EQUAL OPPORTUNITY POLICY**

It always has been and continues to be San Luis Design's policy that employees should be able to enjoy a work environment free from all forms of unlawful employment discrimination. All decisions regarding recruiting, hiring, promotion, assignment, training, termination, and other terms and conditions of employment will be made without unlawful discrimination on the basis of race, color, national origin, ancestry, sex, sexual orientation, gender identity or expression, religion, age, disability, work-related injury claim, veteran status, political ideology, or any other factor which cannot lawfully be used as a basis for an employment decision. Individuals will be selected for promotion based on skill and ability. Where skill and ability are equal, then length of continuous employment will be the determining factor.

Additionally, San Luis Design prohibits unlawful harassment of its employees, applicants, or independent contractors in any form. Complaints of unlawful employment discrimination or harassment should be reported. In cases where investigation confirms the allegations, appropriate corrective action will be taken, regardless of whether the inappropriate conduct rises to the level of any violation of law. No employee will suffer reprisals for reporting any incidents of unlawful employment discrimination.

#### **AMERICANS WITH DISABILITIES ACT**

It is San Luis Design's intent to fully comply with our duty to provide reasonable accommodations to allow people with disabilities to apply for and perform their jobs. If you have a disability that affects your job performance, let us know as soon as possible. We will then discuss with you the reasonable accommodations we may be able to provide to enable you to perform the essential functions of your job. If you become unable to perform your essential job functions, even with reasonable accommodation, we will assist you in identifying other jobs that may become available and for which you may be otherwise qualified. If you feel the above policy is in any way violated, we encourage you to report such violation to management.



**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: <u>SAN LUIS DESIGN, INC.</u>		
Company Address: <u>220 POINSETTIA AVE.</u>		
City: <u>MONROVIA</u>	State: <u>CA</u>	Zip Code: <u>91016</u>
Telephone Number: <u>626-357-9585</u>		
Solicitation For <u>DBH-37</u> Services: <u>GRAPHIC DESIGN</u>		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name: <u>ROBERTO SAN LUIS</u>	Title: <u>PRESIDENT/ART DIRECTOR</u>
Signature: <u>[Signature]</u>	Date: <u>1/4/10</u>

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

ROBERTO SAN LUIS

Proposer Name

PRESIDENT / ART DIRECTOR

Proposer Official Title

[Signature]

Official's Signature

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County)      X   NO

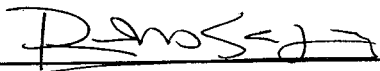
B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

  X   YES    \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

  X   YES    \_\_\_\_\_ NO    \_\_\_\_\_ N/A (Program not available)

Proposer Organization: SAN LUIS DESIGN, INC.

Signature: 

Print Name: ROBERTO SAN LUIS

Title: PRESIDENT / ART DIRECTION    Date: 1/4/10

Tel. #: 626 357-9585    Fax #: 626 357-9035

## FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: 

Date: 1/4/10

# CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

ROBERTO SAN LUIS626 357-9585

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

SAN LUIS DESIGN, INC.


Name of Firm

ROBERTO SAN LUIS

Print Name of Signer

PRESIDENT / ART DIRECTOR

Title



Signature

1/4/10

Date

**Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: SAN LUIS DESIGN, INC. \*NOT SBE CERTIFIED (YET)  
COUNTY VENDOR NUMBER: 11254601

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.  
☐ Attached is my Local SBE Certification letter issued by the County

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**Business Structure:** ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify) \_\_\_\_\_

**Total Number of Employees** (including owners): \_\_\_\_\_

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino	/					
White						


**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	100 %	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
NOT CERTIFIED AS					
MINORITY OWNED (YET)					

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
ROBERTO SAN LUIS		PRESIDENT / ART DIRECTOR	1/4/10

# TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: <i>SAN LUIS DESIGN, INC. * DOES NOT APPLY</i>		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

*DOES NOT APPLY*

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: <u>SAN LUIS DESIGN, INC.</u>		
Company Address: <u>220 POINSETTIA AVE.</u>		
City: <u>MONROVIA</u>	State: <u>CA</u>	Zip Code: <u>91016</u>
Telephone Number: <u>626 357 9585</u>		Email address: <u>mail@sanluisdesign.com</u>
Solicitation/Contract For <u>DB17-37</u> Services: <u>GRAPHIC DESIGN</u>		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -


- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: <u>ROBERTO SAN LUIS</u>	Title: <u>PRESIDENT/ART DIRECTOR</u>
Signature: <u></u>	Date: <u>1/4/10</u>

Date: 1/4/10



## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: SAN LUIS DESIGN, INC.

## CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: ROBERTO SAN LUIS  
Title: PRESIDENT / ART DIRECTOR  
Address: 220 POINSETTIA AVE.  
MONROVIA, CA 91016  
Telephone: 626 357 9585  
Facsimile: 626 357 9035  
E-Mail Address: mail@sanluisdesign.com

## CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: CONTRACT REPRESENTATIVE (ABOVE)  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

## Notices to Contractor shall be sent to the following:

Name: CONTRACT REPRESENTATIVE (ABOVE)  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

## GREEN INITIATIVES

Present a narrative of a proposed plan for complying with the green requirements as described in Section 7.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

SEE ATTACHED



**SANLUISDESIGN**

A VISUAL COMMUNICATIONS STUDIO

**ROBERTO SAN LUIS**

220 POINSETTIA AVENUE

MONROVIA, CA 91016

VOICE 626-357-9585

FAX 626-357-9035

MAIL@SANLUISDESIGN.COM

## **GREEN INITIATIVES**

San Luis Design has always strives to excel beyond industry standards with everything we do, and our approach to the environment is no exception. From paperless invoices and online proofing, to the utilization of phone and web for meetings, we feel it not only makes us more productive, but also as eco-friendly as possible.

We do our part in helping our clients be eco-friendly as well. We recommend paper products that are recycled from certified sustainable production systems and encourage printing with FSC (Forest Stewardship Council Certification) vendors.

Recycled paper products contain recovered fibers, which include pre or post consumer sources, or both. As a result, there are significant environmental advantages of producing recycled paper over non-recycled paper. The advantages create an eco-friendly footprint which consists of a reduced impact on forest resources, reduced air and water pollution, reduced water and energy consumption, and the reduction of solid waste.

San Luis Design also encourages the use of eco-friendly inks and solvents based on soy, which emit very low traces of volatile organic compounds (VOCs). VOCs are the fumes emitted into the air from inks, solvents and cleaners as they are used or while they dry. In comparison, petroleum based inks release a much greater amount of VOCs than soy inks. Soy inks are also extremely beneficial during the paper recycling process since removing soy ink stains from paper is much easier than other artificial inks. Soy inks are easily washable and cause less damage to the paper fibers. As a result, the recycled paper is much brighter and fit for reuse. Furthermore, the waste produced by soy inks does not pose any threat to the environment and can be easily treated using modern methods.

In our continued commitment to the environment, we take every opportunity to learn more about how to conduct our business in the most eco-friendly manner.

The future of our environment depends on the choices we make today. We are thrilled to be able to inform our clients about recycled papers and other green products. We encourage you to take advantage of these eco-conscious choices. Together we can make a difference.

## RFP EXCEPTION FORM

FORM P-17

Proposer's  
NameROBERTO SAN LUIS

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E-mail Address

mail@sanluisdesign.comI have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and have **NO** exceptions.

I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and have the following exceptions:

## Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

Print Name

ROBERTO SAN LUIS

Signature



Date

1/4/10